In compliance with the Americans with Disabilities Act, this RFP may be made available in alternate formats such as Braille, large print, audiotape, oral presentation, and computer disk. To request an alternate format call the Oregon Department of Education, (503) 947-5600.

**State of Oregon**



**The Oregon Department of Education (ODE)**

Issues the following

**REQUEST FOR PROPOSALS (RFP)**

for

**Response to Intervention**

**Technical Assistance and Implementation**

#### Date of Issuance: August 05, 2014

**Proposals Due**: **September 05, 2014 at 2:00 pm (PST)**

At the Issuing Office

Facsimiles **will not** be accepted.

Postmarks **will not** be considered.

**Issuing Office**: **Oregon Department of Education,**

**Procurement Services**

**Attn: Karen Hull**

255 Capitol Street NE

Salem, Oregon 97310

Telephone 503-947-5881

Fax 503-378-8713

E-mail: [karen.hull@state.or.us](mailto:karen.hull@state.or.us)

|  |
| --- |
| It is the policy of the State Board of Education and a priority of the Oregon Department of Education there will be no discrimination or harassment on the grounds of race, color, sex marital status, religion, national origin, age or disability in any education programs, activities or employment. Persons having questions about equal opportunity and nondiscrimination should contact the state Deputy Superintendent of Public Instruction at the Oregon Department of Education. |

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**SECTION 1 – GENERAL INFORMATION**

The State of Oregon, acting by and through its Oregon Department of Education (ODE), Office of Finance and Administration, Procurement Services issues this Request for Proposal (RFP) on behalf of the Office of Learning, Student Services seeking a qualified Contractor to provide Response to Intervention Technical Assistance and Implementation services.

**1.1 BACKGROUND**

Using Implementation Science principles, this scaling up project will support school districts to increase their capacity in implementation of an evidence-based and systematic process for instructional decision making, referred to as Response to Intervention (RTI).

**1.2. PURPOSE**

As of May, 2014; seventy-three (73) Oregon school districts have received technical assistance to implement a RTI systems model to increase students’ literacy achievement in Oregon elementary schools. As there are one hundred ninety-seven (197) school districts in Oregon, 63% of school districts have not yet participated. This clearly indicates the need to continue to provide technical assistance for districts to implement RTI. The resultant Contract will provide for increasing the number of schools and school districts in implementing RTI with fidelity as well as continue to develop schools and districts’ capacity to expand the use of an RTI model for instructional decision making in mathematics instruction. In addition, the number of students made eligible for special education based on a Specific Learning Disability (SLD) grows higher in each successive grade level K-7 as noted in the table “2012-2013 SLD Eligibility Data K-8 By Ethnicity” located in the RFP’s Exhibit A, Scope of Work. This indicates a need to expand to grades 4-5 and begin providing technical assistance to schools that serve students in grades 6-8, as it is possible schools are identifying some students as having a Specific Learning Disability because there isn’t a tiered intervention model in place.

**1.3 SCOPE OF CONTRACT**

The work plan is outlined more specifically in the Exhibit A, Scope of Work.

**1.4 PROJECT BUDGET**

ODE has determined disclosure of the project budget helps potential Proposers in preparing a proposal meeting the standards and expectations of the RFP. ODE states the magnitude of all requirements in terms of fixed price ranges. The disclosure of range does not mean that funding is available at the high end of the range.

This project is expected to be in price range between $1.5 Million and $1.9 Million.

**1.5 COMPLETION DATE**

The anticipated end date for this work is **September 30, 2017**. At the option of the Agency, and upon mutual agreement by the Contractor, the Contract may be extended for three (3) additional years through September 30, 2020. Agency will provide to the Contractor written notice of intent to extend the Contract in the form of amendment.

**1.6 SINGLE POINT OF CONTACT**

All questions about the technical requirements of this RFP, contractual requirements, or the solicitation and procurement processes must be directed to the person identified on the cover page of this RFP as the Single Point of Contact.

**1.7 DEFINITIONS**

For the purposes of this RFP, the following definitions will be used.

**“Addenda”** means an addition to or a deletion of, a material change in, or clarification of, the RFP. Addenda shall be labeled as such, issued by Agency, and shall be made available to all interested Proposers as set forth in this RFP.

“**Agency**” hereafter means Oregon Department of Education (ODE).

**“AIMSWEB”** is a web based universal and progress monitoring screening and data management tool.

**“Breadth”** is the capacity to understand or have knowledge of the subject and a broad range of topics.

**“Cadre”** is a group of people who can lead, organize and train, a frame or framework, within an organization.

**“Closing Date”** means the date and time on or before which all Proposals must be submitted

“Contract” means the legal agreement between the Agency and the Successful Proposer.

“Contractor” means the person or entity which is the Successful Proposer and with which Agency enters into the Contract.

**“Dynamic Indicators of Basic Early Literacy Skills” or “DIBELS”** are a set of procedures and measures for assessing the acquisition of early literacy skills from kindergarten through sixth grade and utilized as a universal screening tool and progress monitoring tool.

**“Depth”** isto understand the essence and meaning by immersing yourself in study and thought.

**“Easy Curriculum-Based Measurement” or “EasyCBM”** is an district assessment system that provides school districts, administrators, and teachers with a full suite of assessment and reporting options at every tier of the Response to Intervention process.

“Effective Behavioral & Instructional Support Systems” or “EBISS” is a state sponsored professional development to increase student achievement (Pre-K-12) by assisting district leadership teams to implement effective and sustainable school-wide systems in the adoption of the K-12 Oregon Literacy Framework, Positive Behavioral Interventions Support and Response to Intervention.

**“English Language Development” or “ELD”** is a systematic instructional model designed to develop the English language proficiency of English language learners (i.e., students who speak English as a second language). ELD instruction emphasizes the development of all four language domains: reading, writing, listening, and speaking. Effective ELD programs include the following components:

* Phonology: the sound system of English
* Morphology: the forms and formation of words, including prefixes, affixes, suffixes, root words, inflections, etc.
* Syntax: the structure of language, including the rules that govern phrases and sentences
* Semantics: the meaning of language, including vocabulary and academic language
* Language functions: the purposes of languages
* Language forms and structures: grammar and language structures
* Pragmatics: situational appropriateness of language use

“Implementation Science” or “IS” is the use of strategies to adopt and integrate evidence-based interventions and change practice patterns within specific settings is the study of methods to promote the integration of research findings and evidence into policy and practice.

“Intensive Technical Assistance” refers to technical assistance (TA) services that are often provided on-site and are purposeful and planned series of activities designed to reach an outcome that is valued by the individual recipient and results in changes to policy, program, practice, or operations that support increased recipient capacity or improved outcomes at one or more levels. Intensive TA may also include the same components of Universal TA and Targeted TA on a more frequent basis

“Non-Responsive” means *not having* the characteristic of substantial compliance in all material respects with the applicable solicitation requirements

**“Positive Behavioral Interventions and Supports”** **or “PBIS”** is an evidence-based, data-driven framework proven to reduce disciplinary incidents, increase a school’s sense of safety and support improved academic outcomes

**“Proposal”** means a Proposal submitted in response to this RFP.

**“Proposer”** means a person, organization or governmental entity that is making the Proposal.

**“Response to Intervention” or “RTI”** is a method of academic intervention to provide early, systematic assistance to children who are having difficulty.

**“Responsive”** means having the characteristic of substantial compliance in all material respects with applicable solicitation requirements

**“Responsive Proposal**” is defined in ORS 279B.005 and means a bid or proposal that substantially complies with the Request for Proposal and all prescribed procurement procedures and requirements

**“Request for Proposal”** **or “RFP”** means all documents, either attached or incorporated by reference, and any Addenda thereto, used for soliciting Proposals.

**“Schoolwide Integrated Framework for Transformation” or “SWIFT”** is a national K-8 center that provides academic and behavioral support to promote the learning and academic achievement of all students, including students with disabilities and those with the most extensive needs.

“**Scope of Work**” means the general character of the supplies and services, the work’s purpose and objectives, and Agency’s expectations. Examples of expectations include, if applicable, a description of the purchase, specifications, tasks (obligations), deliverables, delivery or performance schedule, and acceptance requirements. The Scope of Work helps the prospective Proposers develop their Proposals.

**“Specific Learning Disability”** **or “SLD”** per federal law the term means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in an imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia.

**“State”** hereaftermeans the State of Oregon.

“**Statement of Work**” means the specific provision in the final Contract which sets forth and defines in detail the agreed-upon objectives, expectations, performance standards, and other obligations.

**“State Personnel Development Grant” or “SPDG”** is a grant from the U.S. Department of Education - Office of Special Education Programs. (OSEP) to assist state educational agencies (SEAs) in reforming and improving their systems for personnel preparation and professional development in early intervention, educational, and transition services in order to improve results for children with disabilities.

**“Successful Proposer”** means the person or firm to whom the RFP award is made.

**“Targeted Technical Assistance”** refers to TA services that are often provided on-site and to multiple sites on a regional basis providing a more specific assistance to the recipient than Universal TA based on data that indicates more targeted TA is appropriate. Targeted TA may also include the same components of Universal TA on a more frequent basis. This TA is a purposeful, planned series of activities designed to reach an outcome that is valued by the individual recipient and results in changes to policy, program, practice, or operations that support increased recipient capacity or improved outcomes at one or more levels.

**“Universal Technical Assistance”** refers to TA services that are often provided utilizing multiple modalities such as on-site, distance learning, web based information, written guidance materials, and regional and state conferences. This TA is provided to all recipients and results in changes to policy, program, practice, or operations that support increased recipient capacity or improved outcomes at one or more levels.

**SECTION 2 - RFP PROCESS**

**2.1 SCHEDULE OF EVENTS**

RFP Issued **August 05, 2014**

RFP Questions and Appeals Due by **August 19, 2014 by 2:00 pm (PST)**

RFP Closes **September 05, 2014** **by 2:00 pm (PST)**

Contract Award (anticipated) **September 30, 2014**

**2.2 PROCUREMENT AUTHORITY AND METHOD**

Agency is conducting this RFP pursuant to its authority under ORS 190.110 and OAR 125-246-0365(4), “Interagency and Intergovernmental Agreements”. Agency is using an informal solicitation process specific to Oregon School Districts, Schools and Education Service Districts.

**2.3 RESERVATION OF AGENCY RIGHTS**

Agency reserves all rights regarding this RFP, including, without limitation, the right to:

**2.3.1** Amend or cancel this RFP without liability if it is in the best interest of Agency to do so, in accordance with ORS 279B.100;

**2.3.2** Reject any and all Proposals received by reason of this RFP upon finding it is in the best interest of Agency, in accordance with ORS 279B.100 to do so;

**2.3.3** Waive any minor informality;

**2.3.4** Seek clarification of each Proposal;

**2.3.5** Reject any Proposal that fails to substantially comply with all prescribed solicitation procedures and requirements;

**2.3.6** Negotiate the Statement of Work within the Scope of Work described in this RFP and to negotiate costs;

**2.3.7** Amend or extend the term of any Contract issued as a result of this RFP;

**2.3.8** Engage Contractor by selection or procurement for different or additional services independent of this RFP process and any contracts/agreements entered into pursuant hereto;

**2.3.9** Enter into direct negotiations to execute a Contract with a responsive Proposer, in the event the Proposer is the sole Proposer to this RFP, and Agency determines the Proposer satisfies the minimum RFP requirements;

**2.3.10** Reject any Proposal upon finding that to accept the Proposal may impair the integrity of the procurement process or that rejecting the Proposal is in Agency’s best interest; and

**2.3.11** Although cost is a consideration when engaging a Proposer; the intent is to provide the Agency with a Proposer who has a given level of specialized skill, knowledge and resources. Qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment are primary considerations in this selection process. The Agency reserves the sole right to make this determination.

**2.4 AGENCY BUSINESS MANAGER LISTSERVE**

The RFP, including all Addenda and Attachments, will be provided through the Oregon Department of Education’s (Agency) Business Manager List Serve. Agency is not required to mail the RFP, its Addenda or Attachments. Notification of any substantive clarifications provided in response to any question will be provided and published using the Department’s Business Manager List Serve.

**2.5 REQUESTS FOR CLARIFICATIONS OR QUESTIONS**

All inquiries, whether relating to the RFP process, administration, deadline or award, or to its intent or Scope of the Work, must be submitted, in writing, to the Single Point of Contact identified on the cover page of this RFP (mail, fax or email are acceptable) by the deadline identified in subsection 2.1. Telephone questions will not be accepted or considered.

Requests must:

1. Identify the Proposer’s name and be signed by the Proposer’s authorized representative.
2. Clearly reference the title of this RFP.
3. Refer to the specific RFP section and subsection number, the page number and quote the passage being questioned; and
4. Be received as described above by the deadline identified in subsection 2.1, Schedule of Events.

**2.6 REQUESTS FOR CHANGES TO THE RFP, CONTRACTUAL TERMS OR SPECIFICATIONS**

This is the Proposer’s only opportunity to request a change to the provisions of this RFP, including but not limited to the RFP process, specifications and/or Scope of Work requirements and contract terms and conditions. A written request for change to provisions, specifications, or contract terms and conditions must be submitted to the Single Point of Contact identified on the RFP coversheet by **2:00 pm (PST)** on **August 19, 2014**. Facsimile and e-mailed transmissions will be accepted.

Requests must include:

1. The identity of the Proposer;
2. A clear reference to the title of this RFP;
3. Reason for the request for changes; and
4. Proposed changes to the RFP provisions, Scope of Work or contract terms and conditions.

The Agency will address all timely submitted requests within a reasonable time following Agency’s receipt of the request and will issue a written decision to the Proposer who submitted the request. Requests that do not include the required information may not be considered by Agency. Agency will not consider any request received after the deadline identified in subsection 2.1.

**2.7 ADDENDA**

Any interpretation, correction or change to this RFP will be made by written addendum and distributed electronically through the Agency’s Business Managers List Serve. Interpretations, corrections or changes to this RFP made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections or changes.

Agency will advertise Addenda only through the Agency’s Business Managers List Serve. Proposers are solely responsible for checking their e-mail regularly to determine whether an Addendum has been issued and then must download the Addendum.

Addenda are incorporated into the RFP by this reference. Proposers should consult their e-mail regularly until the Closing Date and Time to assure that they have not missed any Addendum or announcements. Agency is not responsible for sending any Addendum to any potential Proposer, whether requested or not.

**2.8 CLOSING DATE FOR SUBMISSION OF PROPOSAL**

Proposals must be received by the Single Point of Contact as identified on the RFP coversheet by mail or delivered to the Oregon Department of Education, Office of Finance and Administration, Procurement Services Unit, Public Service Building, 3rd Floor, 255 Capitol Street NE, Salem, OR 97310 no later than **2:00 PM, (PST)on September 05, 2014**. Please clearly designate on the envelope **“Response to Intervention Technical Assistance and Implementation”**. Facsimile or electronic transmissions will not be considered.

**SECTION 3 - INSTRUCTIONS TO PROPOSER (PASS/FAIL)**

Proposers must follow the “Instructions to Proposer (Pass/Fail)” requirements. Any Proposer that fails to submit any required information or documentation will be deemed non-responsive, and the Proposal rejected.

**3.1 ACCEPTANCE PERIOD FOR SUBMISSION OF PROPOSAL**

Unless otherwise specified herein, Proposals are firm offers for a period of ninety (90) calendar days from the RFP’s Closing Date and Time.

**3.2 PROPOSAL SUBMISSIONS (GENERAL)**

**3.2.1 PROPOSAL FORMAT**

Proposer must describe in detail how Proposer will meet the requirements of this RFP and may provide additional related information with Proposers Proposal. The Proposal must be presented in a format that corresponds to, and references, sections and subsections contained in the RFP, specifications and requirements of the Scope of Work and must be presented in the same order. Responses to each section and subsection must be labeled to indicate which is being addressed.

Proposals must be straightforward and concise and provide “layman” explanations of technical terms that are used. Emphasis should be focused on responding to the RFP requirements, on providing a complete and clear description of the Proposal, and conforming to the RFP instructions. If a complete response cannot be provided without referencing supporting documentation, Proposer must provide such documentation with the Proposal indicating where the supplemental information can be found. Proposals that merely offer to provide services as stated in this RFP may be considered non-responsive and may not be considered for further evaluation.

Proposals must be submitted in the legal name of the Proposers and must be submitted using white paper, only 8 ½" x 11" in size. Proposals shall be in Microsoft Word without expensive art work, unusual printing or other materials not essential to the utility and clarity of the Proposal.

**3.2.2 QUANTITY OF PROPOSALS TO BE SUBMITTED**

Proposers must provide one (1) original and four (4) copies of their Proposal. The Proposal and all required supporting information and documents must be submitted on or before the Closing Date and Time identified in subsection 2.1. Proposers must mark the one (1) original Proposal with “ORIGINAL” or “Master”. Envelopes, packages or boxes containing the original and copies must be marked in accordance subsection 3.2.3. If discrepancies are found between the copies or between the original and copies, the “original” or “Master” will provide for the basis of resolving discrepancies. If no document can be identified as the “original” or “MASTER”, Proposer’s Proposal may be rejected at the discretion of the Agency.

**3.2.3 ENVELOPE, PACKAGE OR BOX LABEL**

Proposals must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

1. Name of Proposer.
2. RFP Title, “Response to Intervention Technical Assistance and Implementation”
3. Closing Date and Time – September 05, 2014 2:00 PM (PST).

Proposers are solely responsible for ensuring that their Proposals are received by Agency in accordance with the RFP requirements, before the Closing Date and Time, and received at the place specified on the cover sheet of this RFP and as identified in subsection 2.8. The Agency shall not be responsible for any delays or mistaken delivery by mail, by common carriers or hand delivered by Proposer or Proposer’s representative. Proposal deliveries made to another location other than to the address identified on the cover sheet and identified in subsection 2.8 of this RFP will be considered non-responsive unless re-delivery is made to the specified address of this RFP before the Closing Date and Time. Proposals may not be submitted by facsimile or e-mail and will not be accepted.

**3.2.4 PROPOSAL MODIFICATIONS**

It is the responsibility of the Proposer to ensure that modified Proposals are submitted before the Closing Date and Time. All modifications made to a Proposal prior to submission must be made in blue ink and must be properly initialed by Proposer’s authorized representative. Proposals containing omissions or improper erasures or irregularities may be rejected at the discretion of the Agency.

Any Proposer who wishes to make modifications to their Proposal that has already been received by the Agency must withdraw their Proposal in order to make modifications. Withdrawals must be made in accordance with subsection 3.2.5.

No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered. Changes and new material submitted after the Closing Date will not be accepted.

**3.2.5 PROPOSAL WITHDRAWAL**

If a Proposer wishes to withdraw their submitted Proposal, Proposer must do so prior to the Closing Date and Time. The Proposer must submit a written notice to withdraw, signed by the Proposer or Proposer’s authorized representative and submitted to the Single Point of Contact identified on the cover sheet of this RFP.

**3.2.6 LATE PROPOSALS**

The Closing Date and Time identified in subsection 2.1, or as modified by Addenda, is FIRM. Proposals will not be accepted after the Closing Date and Time and will be returned to the Proposer.

**3.2.7 COST OF PREPARING AND SUBMITTING PROPOSALS**All costs incurred in preparing and submitting a Proposal in response to this RFP will be solely the responsibility of the Proposer and will not be reimbursed by the Agency.

**3.2.8 OPENING OF PROPOSALS**

There will not be a public opening of proposals, a list of Proposers will be provided upon request. Requests must be written and submitted to the Single Point of Contact identified on the cover sheet of this RFP. Mail, fax or email will be accepted. Telephone requests will not be accepted or considered.

**3.3 PROPOSAL SUBMISSION (PASS/FAIL)**

Each Proposal must comply with the following Pass/Fail requirements. Failure to provide any of the information required WILL result in rejection of the Proposal. Agency reserves the right to determine which Proposals meet the Proposal Submission Requirements of this RFP and which Proposals are responsive.

**3.3.1 SUBMITTAL DEADLINE**

Proposals must be submitted before the Closing Date and Time. Proposals that do not arrive by the Closing Date and Time identified on the coversheet of this RFP’s and in subsection 2.1 and at the address identified on the cover sheet of this RFP and in subsection 2.8 will be late and will not be accepted by the Agency. It is advisable not to wait until the last minute for Proposal delivery.

The Agency reserves the right at any time to extend the Closing Date and Time of this RFP when it is in the best interest of the State to do so.

**3.3.2 PROPOSAL COVER SHEET**

Proposals must include a completed cover sheet (see Attachment A) signed by Proposer or Proposer’s legally authorized representative empowered to bind the Proposer.

**3.3.3 AUTHORIZED SIGNATURE**

Proposer’s “Master” or “Original” Proposal must be signed in blue ink by the person or persons legally authorized to bind the Proposer to the resultant Contract for execution of the services or work. Upon request by the Agency, any Agent submitting a Proposal on behalf of the Proposer shall provide a current power of attorney certifying the Agent’s authority to bind the Proposer.

**3.3.4 REFERENCES**Proposers shall provide a minimum of four (4) letters of references from similar projects preformed for clients within the last five (5) years. References shall be public and/or private entities that have knowledge of or used Proposer’s services similar to those required by this RFP. **Proposers must not use the Agency or Agency staff as a reference.**

Each letter of reference must include:

* + 1. Client name, address, telephone number and e-mail address;
    2. Client’s project manager name and telephone number;
    3. Project description;
    4. Project dates (starting and ending);and
    5. Proposer’s staff assigned to the project.

Agency may check to determine if references provided are supportive of Proposer’s ability to comply with the requirements of this RFP and the Work and may contact each of the references provided by the Proposer. If an attempt to contact a reference is unsuccessful, the Proposer may not receive consideration for that reference. Failure to provide complete and provide accurate information may be cause for rejections.

Agency may conduct other reference checks as needed that have not been provided by Proposer, but the Agency has knowledge of. Agency may use references to obtain additional information, break tie scores and verify information.

**3.3.5 mandatory CONTRACTOR AND KEY PERSONS QUALIFICATIONS**

Proposers must meet all minimum qualifications to be considered responsive. Proposer(s) must provide levels of specialized skill, knowledge and resources, qualifications, performance history, expertise, knowledge and the ability to exercise sound professional judgment and are primary considerations in the selection process. Agency will evaluate the required minimum qualifications on a Pass/Fail basis. Failure to provide any of the information may result in rejection of the Proposal. Agency reserves the rights to determine which Proposals have met the Proposal Submission Pass/Fail Qualifications of this RFP and which are responsive.

Proposer must identify Key Persons who will perform the work, their resumes of background, experience, and expertise related to the specific work and provides evidence of previous experience in the following areas

The successful Proposer must possess the following qualifications:

1. Must be a School District, Education Service District or School in Oregon.
2. Demonstration of research-based experience to support implementation and support of RTI in Districts, Schools, and Agencies.
3. Successful experience defined as increased student outcomes, and continued District, School, Agency implementation with fidelity.

**3.3.6 PRICE PROPOSAL**

The Price Proposal in response to this RFP shall be separate from the Technical Proposal and must be prepared as described in subsection 3.2.3 and must clearly reference the RFP title, “Response to Intervention Technical Assistance and Implementation”. Although the Price Proposal is required to be provided separate from the Technical Proposal, the Price Proposal may be submitted in the same mailing envelope, carton, or box.

The Price Proposal must provide the total cost required to complete each task described in Exhibit A, “Scope of Work”. The cost for each task must be totaled for a final cost to complete all of the Work required in the Scope of Work.

The Price Proposal must include all personnel costs, materials and supplies, travel, administrative and indirect costs, and any other costs associated with the provision of the services under the resultant contract.

If all qualified Proposals exceed the Agency’s budget, the Agency may negotiate a reduction in the Scope of Work with the intended awarded Proposer before executing the Contract.

**3.4 Oregon Minority-Owned, Woman-Owned and Emerging Small Business (OMWESB) Participation**

Oregon MWESB certified firms, as defined in ORS 200.055, have an equal opportunity to participate in the performance of contracts financed with state funds. By submitting its Application, Proposer certifies that it will take reasonable steps to ensure that MWESB certified firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Proposer further certifies and agrees that it has not discriminated and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, and it has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055.

If there may be opportunities for subcontractors to work on the project, it is the expectation of the Agency that the Proposer will take reasonable steps to ensure that MWESB certified firms are provided an equal opportunity to compete for and participate in the performance of any contract and/or subcontracts resulting from this procurement.

To meet the requirements of this clause, Proposer must complete the MWESB Outreach Plan that is attached to this solicitation as Attachment E.

The information submitted in response to this clause will not be considered in any scored evaluation and no evaluative points will be assigned to the information.

**SECTION 4 - EVALUATION**

**4.1 EVALUATION PROCESS**

Proposals will be evaluated by the Agency’s Single Point of Contact for completeness and compliance with the requirements of this RFP. If the Proposal is unclear, Proposers may be asked to provide clarification. No new information or documentation may be provided or submitted.

Agency will conduct a comprehensive and impartial evaluation of the Proposals received. Proposals meeting all pass/fail criteria and mandatory requirements will be evaluated by an Evaluation Committee consisting of representatives from the requesting Agency office, and when applicable, other users. Proposals meeting the Proposal submission pass/fail requirements will be forwarded to the Evaluation Committee. Evaluation Committee members will independently review, score and rank Proposals according to the scoring criteria set forth in subsection 4.3.

Proposals must provide concise descriptions of the Proposer’s ability to satisfy the requirements of the RFP with emphasis on completeness and clarity of content. Evaluators will consider brevity and clarity of responses in scoring Proposals.

1. Proposals which are incomplete, which do not meet all requirements of the RFP, or are otherwise deemed by Agency to be “non-responsive” will be rejected.
2. Proposals considered complete, or "responsive", will be evaluated to determine if they comply with the administrative, contractual, and technical requirements of the RFP. If the Proposal is unclear, Proposers may be asked to provide written clarification.
3. At the option of Agency, the Proposer may be required to demonstrate the proposed product or service.

**4.2 Disqualification**

Any attempt by a Proposer to influence a member of the review panel during the Proposal review and evaluation process will result in the elimination of that Proposer’s Proposal from consideration.

**4.3 EVALUATION AND SCORING CRITERIA (100 Points)**

The Evaluation Committee is looking for a comprehensive approach that best meets the needs of the Agency and demonstrates expertise in performing the Scope of Work. Scoring will be based on the categories described below.

**4.3.1 Management Qualifications (35 points)**

Proposer clearly describes Proposer’s qualifications that show its:

1. Availability and capability to perform the Scope of Work.
2. Experience of staff on comparable projects.
3. Demonstrated ability to successfully complete similar projects or perform similar services on time and within budget.
4. References from past clients (public and/or private).
5. Knowledge and understanding of the required services as shown through the proposed approach to staffing and scheduling needs.
6. Demonstrated ability to work collaboratively with all stakeholders in weaving/linking RTI work with other, aligned initiatives (i.e. SWIFT, EBISS, PBIS)

**4.3.2 Technical (35 points)**

Proposer demonstrates expertise in performing the Work through it’s:

1. Technical knowledge and skills with regard to RTI for literacy and math to support increased student achievement in grades K-8.
2. Demonstatred technical knowledge and skills utilizing Implementation Science priniciples.
3. Methodology.
4. Applicability of methodology to project and potential to achieve the required outcomes.
5. Experience working with state agencies, communities, diverse populations.
6. Proposed tools and resources.

**4.3.3 Staffing Plan (20 points)**

Proposer demonstrates:

1. Adequate staffing to complete the Work.
2. That staffing possesses the required skills to perform the Scope of Work.

**4.3.4 Price Proposal (10 points)**

The lowest price proposal price shall be awarded the maximum number of Price Points available under the RFP. Price Proposals with higher prices or rates shall be awarded a percentage of the maximum Price Points awarded based on the following formula:

(LP/VP)\*PP= AP

LP = Lowest Price Proposal among all Proposals

VP = Proposer’s Price being scored

PP = Pricing Points allowed

AP = Awarded Points

If Agency requests clarification of any pricing information included in Proposer’s Price Proposal, Proposer shall provide the clarification within five (5) business days (Monday through Friday, state-observed holidays excluded) or the Proposal may be rejected as non-responsive at the sole discretion of Agency.

**4.4 EVALUATION SUMMARY**

The following is a summary of the evaluation criteria with the point values assigned to each.

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Maximum Points Awarded** |
| Management Qualifications | 35 |
| Technical | 35 |
| Staffing Plan | 20 |
| Price Proposal | 10 |
| **TOTAL POINTS POSSIBLE** | **100** |

**SECTION 5 - INTENT TO AWARD**

**5.1 AWARD NOTIFICATION**

After a final selection is made, the Agency will issue an “Intent to Award” announcement, and the apparent winning Proposer will be invited to negotiate a contract with Agency representatives.

Awarded Proposal files are public records and available for review in accord with subsection 6.6.

**5.2 AWARD PROTEST**

Government bodies do not have the right to protest the RFP or award. However, the Agency may, in its sole discretion, consider comments from government bodies regarding those subsections

**5.3 CONTRACTUAL OBLIGATION**

All Proposers who submit a Proposal in response to this RFP understand and agree Agency is not obligated thereby to enter into a contract with any Proposer and, further, has absolutely no financial obligation to any Proposer. It is further understood any resultant contract will be utilized by the Agency based on only the Agency’s need.

**5.4 CONTRACT NEGOTIATIONS**

Parties will negotiate the final Statement of Work, and other terms and conditions, including any service level agreements, to be included in the awarded Contract as a result of this RFP (hereinafter, “ Contract.”)

**5.4.1 NEGOTIATION OF CONTRACT TERMS AND CONDITIONS**

Unless a section or subsection of this RFP has been modified by an addendum or the Agency has reserved the right to negotiate any contract terms and conditions after the RFP award, by Proposal submission, the Successful Proposer(s) agree(s) to be bound by the Contract Terms and Conditions at Section 7 and as modified by Addendum except for those terms and conditions that Agency has reserved for negotiation. Any Proposal that is received conditioned on Agency’s acceptance of any other terms and conditions WILL BE rejected. Any subsequent negotiated changes may be subject to prior approval of the Department of Justice.

**5.4.2 NEGOTIABLE ITEMS**

The following Contract terms and conditions may be negotiated by the Agency and the apparent Successful Proposer:

1. Term of Contract (Length of Contract)
2. Extensions
3. Prices or Consideration affected by the results of negotiating the Statement of Work or other negotiated considerations
4. Schedules
5. Payment Methodology
6. Statement of Work, within the Scope of Work identified in the RFP
7. Deliverables
8. Insurance Requirements

**5.4.3 NEGOTIATION PERIOD**

If negotiations are not successful within thirty (30) calendar days of the start of negotiations, the Agency may terminate negotiations with the highest ranked district and begin negotiations with the second highest ranked district. The Agency reserves the right to conduct serial or simultaneous negotiations pursuant to the Competitive Sealed Proposal.

**5.5 CONTRACT AMENDMENTS**

**5.5.1 Amendments**

Agency has determined that during the term of the resulting contract, the parties may need to modify selected terms, conditions, price(s) and types of services under circumstances related to the following illustrative, although not exhaustive, categories of anticipated amendments:

* + - 1. Amendment to increase the term of the Contract;
      2. Amendment to increase the Maximum Compensation based on extending the term of the Contract;
      3. Amendments to add or otherwise clarify work within the Scope of the Statement of Work;
      4. Amendments to delete work or deliverables from the Statement of Work;
      5. Amendments to increase or decrease compensation based on changes to the Work or Deliverables; or
      6. Amendments required as a result of changes in applicable federal and State law or the State's, or Agency’s business processes that may restructure Agency or the Agency’s requirements related to the Statement of Work.

All amendments must be in writing and signed by all approving parties before becoming effective. Only the Agency has the final authority to execute all changes, notices or amendments to the resulting Contract pursuant to OAR 125-247-0805 and 137-047-0800.

**5.6 AMENDMENT PROCESS**

Should amendment(s) to the resulting Contract become necessary, the parties will need to comply with Oregon’s Public Contracting Rules and Agency’s internal procurement and contracting policies and procedures. The Amendment process may take eight (8) to twelve (12) weeks for completion. All amendments must be in writing and signed by all approving parties before becoming effective.

**5.7 CERTIFICATES OF INSURANCE**

The successful Proposer(s) will be required to provide Certificates of Insurance to the Agency for levels of insurance coverage shown in Exhibit B prior to the execution of a contract.

**SECTION 6 - ADDITIONAL INFORMATION FOR PROPOSER**

**6.1 GOVERNMENTAL ENTITIES**

Government bodies subject to ORS Chapter 190 do not bid or compete on the same basis as private-sector Proposers; however the Agency will initially review Proposals from government bodies according to the same evaluation criteria described in this RFP. Government bodies, submitting Proposals must comply with all applicable Proposal requirements described in this RFP. In addition to any other Proposer selection, Agency reserves the right to enter into an ORS Chapter 190 Agreement with any government body for the Services or Work. Alternatively, the Agency reserves the right to cancel this RFP if it would be in the public interest as determined by the Agency and enter into an ORS Chapter 190 Agreement with a government body.

Government bodies do not have the right to protest the RFP or award. However, the Agency may, in its sole discretion, consider comments from government bodies regarding those subsections.

**6.2 OWNERSHIP OF MATERIALS**

All materials submitted in response to this RFP become the property of the Agency. Proposals and supporting materials will not be returned to Proposer unless the Proposal is submitted late.

**6.3 CANCELLATION AND/OR REJECTION OF PROPOSALS**

The Agency reserves the right to reject any or all Proposals in-whole or in-part, and reserves the right to cancel this RFP at any time when the rejection or cancellation is in the best interest of the State as determined by the Agency. The Agency is not liable to any Proposer for any loss or expense caused by or resulting from the rejection or cancellation of a RFP, Proposal, or award. All Proposals will become part of the public file without obligation to Agency.

**6.4 COST AND DAMAGES**

In accordance with ORS 279B.100, any solicitation or procurement described in a solicitation may be delayed, suspended or canceled and any or all bids or proposals may be rejected in whole or in part, when the delay, suspension, cancellation or rejection is in the best interest of the Agency as determined by the Agency. An Agency is not liable to any Bidder or Proposer for any loss or expense caused by or resulting from the delay, suspension, cancellation, or rejection of a solicitation, bid, proposal or award.

**6.5 CONFIDENTIAL OR PROPRIETARY INFORMATION**

Following the Award of a Contract, responses to this RFP are subject to release as public information unless the response or specific information contained therein is identified as exempt from public disclosure. Proposer is advised to consult with legal counsel regarding disclosure issues.

If a Proposer believes that any portion of a Proposal contains any information that is considered a trade secret under ORS Chapter 192.501(2), or otherwise is exempt from disclosure under the Oregon Public Records Law, ORS 192.410 through 102.505, each page containing such information must include the following:

“This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.410 through 192.505.”

Identifying the Proposal, in whole, as exempt from disclosure is not acceptable. Proposer is cautioned that cost information submitted in response to an RFP is generally not considered a trade secret under Oregon Public Records Law. If Proposer fails to identify the portions of the Proposal that Proposer claims are exempt from disclosure, Proposer is deemed to waive any future claim of non-disclosure of that information.

**6.6 PUBLIC INFORMATION**

All Proposals are public information after the Proposals have been opened. However, copies of proposals will not be provided until the evaluation process has been completed and an Apparent Successful Proposer has been selected and notified. Copies of public information must be requested in writing. A fee of $0.25 per page copied will be assessed and payment must be received by the Agency before copies are delivered to the Requestor. Any person may request copies of public information.

**6.7 STATEWIDE E-WASTE/RECOVERY POLICY**

If applicable, Proposer must include information in its Proposal that demonstrates compliance with this policy effective January 1, 2007. The 2012 Sustainable Acquisition and Disposal of Electronic Equipment (E-waste/Recovery) statewide policy can be found at http://www.oregon.gov/DAS/OP/docs/107-009-0050\_%20E-Waste%20Policy\_Final.pdf

**6.8 RECYCLED PRODUCTS**

Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the Contract services or work set forth in this document and the subsequent contract. (ORS 279B.060 (2)(f), and ORS 279B.220-279B.235)

**6.9 ACCEPTANCE AND APPROVAL**

Acceptance is the physical receiving of the work product or deliverable. Approval is the formal process by which a work product or deliverable is deemed by the Agency to meet the requirements of the Contract. Failure to meet approval will result in disapproval by the Agency. Authorization by Agency for payment cannot be made until Agency has approved the work product or deliverable. If a work product is disapproved and returned to the Contractor, the Agency may withhold all future payment authorizations until the work product or deliverable is approved.

**SECTION 7 – GENERAL TERMS AND CONDITIONS**

**THE FOLLOWING GENERAL TERMS AND CONDITIONS SHALL BE INCORPORATED INTO THE RESULTING INTERFOVERNMENTAL CONTRACT FOR PROFESSIONAL SERVICES FOR THE STATE OF OREGON.**

This Intergovernmental Contract for Professional Services (the “Contract”) is between the State of Oregon, acting by and through its Department of Education**,** hereafter called **Agency**, and      , hereafter called **Contractor**.

Pursuant to ORS 190.110 Authority of units of local government and state agencies to cooperate; agreements with American Indian tribes; exclusion of conditions for public contracts. (1) In performing a duty imposed upon it, in exercising a power conferred upon it or in administering a policy or program delegated to it, a unit of local government or a state agency of this state may cooperate for any lawful purpose, by agreement or otherwise, with a unit of local government or a state agency of this or another state, or with the United States, or with a United States governmental agency, or with an American Indian tribe or an agency of an American Indian tribe. This power includes power to provide jointly for administrative officers.

**1. Effective Date and Duration.**

**a**. This Contract shall become effective on the date this Contract has been signed by every party hereto and, when required, approved by Department of Justice. Unless terminated or extended, this Contract shall expire when Agency accepts Contractor's completed performance or on **XXXX**, whichever date occurs first. Expiration shall not extinguish or prejudice Agency’s right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured.

**b**. This Contract consists of the following documents, which are listed in descending order of precedence: this Contract less all exhibits, attached Exhibit A (the Statement of Work), and Exhibit B (Insurance Requirements), which are hereto attached and hereby incorporated by reference.

**2. Statement of Work**. The Statement of Work (collectively, the “Work”), including the delivery schedule for such Work, is contained in Exhibit A attached and incorporated by reference into this Contract. Contractor agrees to perform the Work in accordance with the terms and conditions of this Contract.

**3. Consideration**

1. Agency agrees to pay Contractor the sum of **$XX** for accomplishing the Work required by this Contract.
2. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **$XX** (the “Maximum Compensation”).
3. Interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.
4. Contractor shall not submit invoices for, and Agency will not pay, any amount in excess of the Maximum Compensation. If this Maximum Compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. Contractor shall notify Agency's Contract Administrator in writing thirty (30) calendar days before this Contract expires of the upcoming expiration of the Contract.

**4. Key Contractor Personnel.** Contractor acknowledges and agrees that a significant reason Agency selected Contractor and is entering into this Contract is because of the special qualifications of certain Key Persons. Under this Contract, Agency is engaging the expertise, experience, judgment and personal attention of **XXXX** Sub-Contractor **XXXX** who shall be hereinafter designated as "Key Person". Neither Contractor nor any of the Key Persons shall delegate performance of the powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of Contractor unless Agency provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide Agency with such Key Person’s services unless Agency provides prior written consent to such reassignment or transfer.

In the event Contractor requests Agency to consent to a delegation, reassignment, transfer or other replacement of a Key Person, Agency may interview and review the qualifications of the proposed substitute personnel before providing its consent or rejecting such replacement. Any such replacement shall have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel approved by Agency shall thereafter be deemed a Key Person for purposes of this Contract and this Contract shall be deemed amended to include such Key Person.

**OR**

**4. Reserved**

**5. Independent Contractor; Responsibility for Taxes and Withholding**

**a.** Contractor shall perform all required Work as an independent contractor. Although the Agency reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Contractor’s performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.

**b.** If Contractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract declares and certifies that: Contractor’s Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and no rules or regulations of Contractor’s employing Agency (state or federal) would prohibit Contractor’s Work under this Contract. Contractor is not an "officer", "employee", or "agent" of the Agency, as those terms are used in ORS 30.265.

**c.** Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self‑employed individual.

**6. Subcontracts and Assignment; Successors and Assigns**

**a.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without Agency's prior written consent. In addition to any other provisions Agency may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by Sections 6, 10, 11, 15, and 16 of this Contract as if the subcontractor were the Contractor. Agency’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**b.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

**7. No Third Party Beneficiaries.** Agency and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**8. Funds Available and Authorized; Payments**

**a.** Contractor shall not be compensated for work performed under this Contract by any other agency of the State of Oregon. Agency has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract within the Agency's biennial appropriation or limitation. Contractor understands and agrees that Agency's payment of amounts under this Contract attributable to Work performed after the last day of the current biennium is contingent on Agency receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

**b.** Agency will only pay for completed work that is accepted and approved by Agency.

**9.** **Representations and Warranties**.

**a. Contractor’s Representations and Warranties.** Contractor represents and warrants to Agency that (1) Contractor has the power and authority to enter into and perform this Contract, and that its governing body has taken all actions necessary and appropriate to authorize Contractor to enter into this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, (3) Contractor has the skill and knowledge possessed by well-informed members of its profession and Contractor will apply that skill and knowledge with care and diligence to ensure that it performs the Work in a professional manner and in accordance with the standards of its profession, and (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.

**b. Warranties cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**10.** **Ownership of Work Product**. All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of Agency. Agency and Contractor intend that such Work Product be deemed “work made for hire” of which Agency shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire”, Contractor hereby irrevocably assigns to Agency all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Agency may reasonably request in order to fully vest such rights in Agency. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**11. Indemnity.**

**a. General Indemnity.** Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney’s fees, resulting from, arising out of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract.

**b. Indemnity for Infringement Claims.** Without limiting the generality of section 11.a, Contractor expressly agrees to defend, indemnify, and hold Agency, the State of Oregon and their agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses of any nature whatsoever, including attorney’s fees, and damages arising out of or related to any claims the Work, the Work Product or any other tangible or intangible items delivered to Agency by Contractor which may be the subject of protection under any state or federal intellectual property law or doctrine, or the Agency’s use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, Agency shall provide Contractor with prompt written notice of any infringement claim.

**c. Control of Defense and Settlement.** Contractor shall have control of the defense and settlement of any claim subject to sections 11.a. or 11.b; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon’s interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense**.**

**12. Insurance.** Contractor shall obtain the insurance specified on Exhibit B, which is incorporated herein by this reference, prior to performing any work under the Contract, and shall maintain all such insurance for the term of this Contract.

**13. Termination**

**a. Parties' Right to Terminate For Convenience**. This Contract may be terminated at any time by mutual written consent of the Parties.

**b. Agency's Right to Terminate For Convenience**. Agency may, at its sole discretion, terminate this Contract, in whole or in part, upon 30 days’ notice to Contractor.

**c.** **Agency's Right to Terminate For Cause**. Agency may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as Agency may establish in such notice, upon the occurrence of any of the following events:

(i) Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;

(ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or Agency is prohibited from paying for such Work from the planned funding source;

(iii) Contractor no longer holds any license or certificate that is required to perform the Work; or

(iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within ten (10) business days after delivery of Agency's notice, or such longer period as Agency may specify in such notice.

**d. Contractor's Right to Terminate for Cause**. Contractor may terminate this Contract upon 30 days' notice to Agency if Agency fails to pay Contractor pursuant to the terms of this Contract and Agency fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

**e. Remedies**

(i) In the event of termination pursuant to Sections 13.a, 13.b, 13.c(i), 13.c(ii) or 13.d, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Agency, less previous amounts paid and any claim(s) which Agency has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Agency upon demand.

(ii) In the event of termination pursuant to Section 13.c(iii) or 13.c(iv), Agency shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Section 13.c(iii) or 13.c(iv), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 13.b.

**f. Contractor's Tender Upon Termination**. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Agency expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Agency all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Agency's request, Contractor shall surrender to anyone Agency designates, all documents, research or objects or other tangible things needed to complete the Work.

14. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 11, 13.(e)(ii) or 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE CONTRACT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

**15. Records Maintenance; Access**. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum ofthree (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**16. Compliance with Applicable Law.**

**a.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. Agency’s performance under this Contract is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.235 and 279B.230, which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(gg)), recycled PETE products (as defined in ORS 279A.010(hh)), and other recycled products (as “recycled product” is defined in ORS 279A.010(ii)).

**b. FERPA.** The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, applies to education records of individual students held by the Agency. If Contractor has access to personally identifiable education records, it shall not disclose them to anyone and upon completion of the Work it shall destroy the records. Contractor shall comply with all applicable statutes and rules related to FERPA and education records.

**17. Force Majeure**. Neither Agency nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of Agency or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**18. Survival**. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 9, 10, 11, 15, 18, 24 and 25.

**19. Time is of the Essence**. Contractor agrees time is of the essence under this Contract.

**20. Notice**. Except as otherwise expressly provided in this Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Agency at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 20. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency’s Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**21.** **Severability**. The Parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**22.** **Counterparts**. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

**23. Amendments.** Agency has determined that during the term of the resulting contract, the parties may need to modify selected terms, conditions, price(s) and types of services under circumstances related to the following illustrative, although not exhaustive, categories of anticipated amendments:

1. Amendment to increase the term of the Contract;
2. Amendment to increase the Maximum Compensation based on extending the term of the Contract;
3. Amendments to add or otherwise clarify work within the Scope of the Statement of Work;
4. Amendments to delete work or deliverables from the Statement of Work;
5. Amendments to increase or decrease compensation based on changes to the Work or Deliverables; or
6. Amendments required as a result of changes in applicable federal and State law or the State's, or Agency’s business processes that may restructure Agency or the Agency’s requirements related to the Statement of Work.

All amendments must be in writing and signed by all approving parties before becoming effective. Only the Agency has the final authority to execute all changes, notices or amendments to the resulting Contract pursuant to OAR 125-247-0805 and 137-047-0800.

Should amendment(s) to the resulting Contract become necessary, the parties will need to comply with Oregon’s Public Contracting Rules and Agency’s internal procurement and contracting policies and procedures. The Amendment process may take eight (8) to twelve (12) weeks for completion. All amendments must be in writing and signed by all approving parties before becoming effective.

**24.** **Department of Justice Approval**. Department of Justice, approval may be required by law before any Work may begin under this Contract or an amendment to this Contract.

**25.** **Governing Law; Venue; Consent to Jurisdiction.** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other Agency of the State of Oregon) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**26.** **Merger Clause; Waiver**. This Contract and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both Parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Contract shall not constitute a waiver by Agency of that or any other provision.

**CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**CONTRACTORS: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

**EXHIBIT A**

**SCOPE OF WORK**

**SCOPE OF WORK:**

This Exhibit A, Scope of Work shall be incorporated into the Exhibit A, Statement of Work of the resulting Contract.

**Background:** Using Implementation Science principles, this scaling up project will support school districts to increase their capacity in implementation of an evidence-based and systematic process for instructional decision making, referred to as Response to Intervention (RTI).

**Purpose:** As of May, 2014; seventy-three (73) districts have received technical assistance to implement a RTI systems model to increase students’ literacy achievement in Oregon elementary schools. As there are one hundred ninety-seven (197) school districts in Oregon, 63% of school districts have not yet participated. This clearly indicates the need to continue to provide technical assistance for districts to implement RTI. This Contract will provide for increasing the number of schools and school districts in implementing RTI with fidelity and continue to develop schools and districts’ capacity to expand the use of an RTI model for instructional decision making in mathematics instruction. In addition, the number of students made eligible for special education based on a Specific Learning Disability (SLD) grows higher in each successive grade level K-7 as noted in the table below. This indicates a need to expand to grades 4-5 and begin providing technical assistance to schools that serve students in grades 6-8, as it is possible schools are identifying some students as having a SLD because there isn’t a tiered intervention model in place.

**2012-2013 SLD Eligibility Data K-8 By Ethnicity**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | KG | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th |
| Asian/Pacific Islanders | 0 | 0 | 7 | 26 | 27 | 46 | 53 | 55 | 42 |
| Black | 0 | 0 | 12 | 33 | 66 | 78 | 86 | 110 | 103 |
| Hispanic | 1 | 31 | 163 | 378 | 627 | 743 | 879 | 954 | 897 |
| Native American | 0 | 4 | 19 | 30 | 41 | 68 | 71 | 74 | 88 |
| White | 9 | 63 | 361 | 854 | 1339 | 1537 | 1764 | 1730 | 1726 |
| Multi-Racial | 2 | 5 | 25 | 63 | 110 | 124 | 121 | 149 | 129 |
| Total | 12 | 103 | 587 | 1384 | 2210 | 2596 | 2974 | 3072 | 2985 |

**Primary Goals:**

**Maintenance and Enhancement for districts in 2013-14 first year cadre, and districts in prior year Cadres/SPDG Depth or Breadth to increase the percentage of third grade students from participating districts meeting grade level literacy outcomes by 10% over the Contract period.**

1. Eighteen (18) districts currently being supported by the state in implementing an RTI framework across schools in their district. These districts must continue to use an evidence based reading program in grades K-3, and expand into grades 4-5 if they have not already done so. These districts will continue to receive Universal, and if data warrants, Targeted Supports to maintain previously taught skills as well as Universal and, if data warrants, Targeted Supports to enhance their implementation skills toward sustainability.
2. Provide Universal Supports for up to three (3) districts that have participated in previous RTI cadres to increase their capacity for full implementation, if they have not fully implemented, and this is identified as a need by the district, and verified by data. Districts that participated in previous cadres are defined as those districts that participated between August 2005 and June 2013.

**Exploration and Beginning Implementation in Literacy for new districts to increase the percentage of third through eighth grade students from participating districts meeting grade level literacy outcomes by 10% over the Contract period.**

1. Fifteen (15) to twenty (20) new districts will be selected based on their demonstration of readiness to implement a culturally responsive Response to Intervention (RTI) decision making and instructional model in literacy at the K-5 level. All regions of the state are expected to be represented. These districts must be using an evidence based reading program aligned to the Common Core English/Language Arts standards in grades K-5. These districts will receive Universal and, if data warrants, Targeted Supports to develop needed skills to begin implementation of an RTI based literacy system at the K-5 level in their districts.
2. Three (3) to five (5) districts will be selected based on their demonstration of readiness to implement a culturally responsive Response to Intervention (RTI) decision making in literacy at the 6-8 level. These districts must be using an evidence based reading program in grades 6-8. These districts will be implementing an RTI based literacy system at the K-5 level as well. These districts may also be part of the fifteen to twenty new districts implementing at the K-5 level, or they may have participated in previous cadres and are successfully implementing at the K-5 level. These districts will receive Universal, and if data warrants, Targeted Supports to develop needed skills to begin implementation of an RTI based literacy system at the 6-8 level in their districts.
3. Intensive support will be provided to one (1) to three (3) schools no later than the 2nd half of the 2nd year of the project, if needed, based on implementation assessment data reviewed by Contractor, Agency, and district/school. The intensive support will continue until implementation assessment data confirms the need no longer exists, as agreed to by Contractor and Agency.

**Exploration and Beginning Implementation in Math for Districts to increase the percentage of third through fifth grade students from participating districts meeting grade level math outcomes by 5% over the Contract period.**

1. Three (3) to five (5) districts will be selected based on their demonstration of readiness to implement a culturally responsive Response to Intervention (RTI) decision making and instructional model in math at the K-5 level. These districts must be using an evidence based math program aligned to the Common Core math standards. These districts may be districts that are maintenance/enhancement districts for literacy, exploration and beginning implementation districts for literacy, or districts that have participated in earlier literacy cadres. These districts will receive Universal and, if data warrants, Targeted Supports to develop needed skills to begin implementation of an RTI based math system at the K-5 level in their districts.

**Continued Development for Current Agencies Providing Oregon Response to Intervention (OrRTI) Technical Assistance to Districts Implementing RTI for Literacy:**

1) Provide leadership, professional development, and technical assistance to the agencies experienced with partnering with OrRTI in the provision of delivering RTI services to participating districts. This leadership and professional development is intended to continue support provided to current agencies that have partnered with OrRTI in the provision of universal, targeted, and intensive technical assistance to participating RTI districts.

**Introduction and Development for New Agencies in the Provision of OrRTI Technical Assistance to Districts Implementing RTI for Literacy and/or Math:**

1) Provide leadership, professional development, and technical assistance for two (2) to four (4) new agencies to prepare them to provide Universal, Targeted, and Intensive technical assistance to districts participating in RTI for literacy, math, or both. Agencies may be ESDs, districts, or other educational groups/consortia that would be selected by Contractor in collaboration with Agency.

**SPECIFIC WORK TO BE ACCOMPLISHED:**

1. Contractor shall collaborate with other leadership groups and agencies, as directed by Agency, to implement an evidence-based model of academic responsiveness for literacy and mathematics that provides for student achievement in literacy and math for EACH and EVERY student. This model includes a culturally responsive RTI framework for determining eligibility for SLD. (Examples of leadership groups and agencies are: State Implementation and Scaling Up of Evidence Based Practices (SISEP), Schoolwide Integrated Framework for Transformation (SWIFT), Northwest Positive Behavioral Intervention and Supports (PBIS) Network, Effective Behavioral and Instructional Support Systems ((EBISS)). This listing is not all inclusive.)
2. Using Implementation Science principles, the Contractor shall develop and provide a culturally responsive RTI written Delivery and Implementation Plan to provide a 3-tiered system (Universal, Targeted, Intensive) of support to selected districts in exploration and implementation of a culturally responsive RTI model for literacy and mathematics planning and instruction at the K-8 level. The Delivery and Implementation Plan must include explicit detail outlining support for working with students who are identified as English Language Learners (ELL), students from various ethnic and cultural backgrounds, students living in poverty, and special education (SPED) students.

The Delivery and Implementation Plan must include:

a. Written descriptions of the principles of RTI, including references to the following student populations:

* + ELD
  + Black
  + Hispanic
  + Asian
  + White
  + Poverty
  + SPED

b. Written descriptions of Universal, Targeted, and Intensive levels of technical assistance provided.

c. Written description of the process for selecting participant districts. The description must include Agency as a partner in the selection process.

d. Written descriptions of data collection processes, including what data is collected, how it is collected, when it is collected, how data is utilized, disseminated, and to whom data is disseminated.

e. Written description of exit criteria. The description must include Agency as a partner in the exit process.

f. Written budgets and descriptions of subgrant allocations provided to districts. Descriptions to include how allocations are determined, expected dates for allocations to be awarded, and criteria districts need to adhere to receive the allocations.

1. Using Implementation Science principles, the Contractor must develop and provide a culturally responsive written Delivery and Implementation plan to provide a 3-tiered system (Universal, Targeted, Intensive) of support to selected districts in exploration and/or implementation of a culturally responsive RTI model for determining Specific Learning Disability (SLD) eligibility at the K-8 level.

The Delivery and Implementation must include:

a. Written descriptions of the principles of RTI in determining SLD eligibility, including references to the following student populations:

* + ELD
  + Black
  + Hispanic
  + Asian
  + White
  + Poverty

b. Written descriptions of Universal, Targeted, and Intensive levels of technical assistance provided.

c. A written description of the process for selecting participant districts. The description must include Agency as a partner in the selection process.

d. A written description of data collection processes, including what data is collected, how it is collected, when it is collected, how data is utilized, disseminated, and to whom data is disseminated to.

e. A written description of exit criteria. The description must include Agency as a partner in the exit process.

f. A written budget and description of subgrant allocations provided to districts. Description must include how allocations are determined, expected dates for allocations to be awarded, and criteria districts must adhere to receive the allocations.

1. Contractor must develop and provide a written Delivery and Implementation Plan:
2. Outlining how leadership, professional development, and technical assistance will be provided to agencies currently providing technical assistance to districts.
3. Outlining how leadership, professional development, and technical assistance will be provided to new agencies selected to provide technical assistance to districts.

* Provide a written description of the process for new agency selection.

1. Contractor must provide Universal supports, and if data warrants, Targeted supports to eighteen (18) districts that have been involved in the OrRTI project in 2013-2014 school year. These districts will be referred to as Cadre I. Contractor shall provide Universal and Targeted supports for implementation in grades K-5 to maintain previously taught skills as well as to enhance their implementation skills toward sustainability. Universal and Targeted Supports must be provided as outlined in Section X.
2. Contractor shall solicit and select, in consultation with Agency, fifteen (15) to twenty (20) new districts based on their demonstration of readiness to implement a culturally responsive Response to Intervention (RTI) decision making and instructional model in literacy at the K-5 level. These districts will be referred to as Cadre II. All regions of the state are expected to be represented. These districts must be using an evidence based reading program aligned to the Common Core English/Language Arts standards in grades K-5. These districts shall receive Universal and, if data warrants, Targeted Supports to develop needed skills to begin implementation of an RTI based literacy system at the K-5 level in their districts. Universal and Targeted Supports are identified in Section X.
3. Contractor shall solicit and select, in consultation with Agency, three (3) to five (5) districts based on their demonstration of readiness to implement a culturally responsive RTI decision making in literacy at grades 6-8. These districts will be referred to as Cadre I/II A; and must receive Universal and, if data warrants, Targeted Supports to develop needed skills to begin implementation of an RTI based literacy system at the 6-8 level in their districts. These districts must be using an evidence based literacy program in grades 6-8. These districts will be implementing an RTI based literacy system at the K-5 level. These districts may be participating in Cadres I or II as outlined in Sections V and VI in this Scope of Work, OR may be districts documented as having participated in earlier OrRTI cadres, and are successfully implementing RTI at the K-5 level with fidelity.
4. Contractor shall solicit and select, in consultation with Agency, one (1) to three (3) schools no later than Feb. 1, 2016, if needed, based on implementation assessment data reviewed by Contractor, Agency, and district/school to provide intensive support until implementation assessment data confirms the need no longer exists, as agreed to by Contractor and Agency. Intensive Supports are identified in Section X.
5. Contractor shall solicit and select, in consultation with Agency, three (3) to five (5) districts based on their demonstration of readiness to implement a culturally responsive Response to Intervention (RTI) decision making and instructional model in math at the K-5 level. These districts must be using an evidence based math program aligned to the Common Core math standards. These districts may be districts that are maintenance/enhancement districts for literacy, exploration and beginning implementation districts for literacy, or districts that have participated in earlier literacy cadres. These districts shall receive Universal, and if data warrants, Targeted Supports to develop needed skills to begin implementation of an RTI based math system at the K-5 level in their districts. Universal and Targeted Supports are identified in Section X.
6. Contractor shall provide development and administration of professional development and technical assistance activities for districts and ESD’s utilizing principles of effective professional development. These activities shall be implemented utilizing a 3-tiered system (Universal, Targeted, Intensive) approach as determined by selected district and ESD need.
7. Universal supports shall consist of regional and statewide conferences, online learning modules, access to materials and information located on the OrRTI website, and on site assistance and live webinars. A statewide conference shall be held a minimum of once per year. Regional conferences shall be held a minimum of two (2) times per year. The OrRTI website and online learning modules shall be available twelve (12) months per year, with minimum server downtime for maintenance and adding new content once per week for a maximum of twelve (12) hours per downtime. A minimum of four (4) on-line learning modules per year (for a total of twelve (12) by the end of the Contract (September 30, 2017)) must be added onto the website. A total of three (3) onsite technical assistance and live webinars combined shall be provided each year, to complete pre/post assessments and coaching. A minimum of one (1) of the three (3) on site and live webinars shall be provided on site each year.
8. Targeted supports must be provided **in addition** to Universal supports based on data. Targeted supports consist of on-site facilitation, and live webinars with district and school leadership and staff to complete district and school pre/post and implementation progress monitoring assessments. Contractor’s OrRTI staff will provide on-site and live webinar implementation coaching and progress monitoring a minimum of six (6) times per year, or until data warrants that Targeted supports are no longer needed. Thus, there will be up to a total of nine (9) on site and webinar coaching sessions per year that provide for Universal and Targeted assistance.
9. Intensive supports must be provided **in addition** to Universal and Targeted supports. Based on data. Intensive supports consist of on-site facilitation, and live webinars with district and school leadership and staff to complete district and school pre/post and implementation progress monitoring assessments. Contractor’s OrRTI staff shall provide on-site and webinar implementation coaching and progress monitoring a minimum of six (6) times per year, or until data warrants that Intensive supports are no longer needed. Thus, there will be up to a total of fifteen (15) on site and webinar coaching sessions per year that provide for Universal, Targeted, and Intensive assistance.
10. Contractor shall provide technical assistance and guidance materials for selected districts and ESDs throughout the term of the Contract.
11. Contractor shall throughout the term of the Contract provide data collection of school, district, and ESD outcome and fidelity data related to:
12. Student outcomes disaggregated by specific student populations

* ELD
* Black
* Hispanic
* Asian
* White
* Poverty
* SPED

1. School, districts, and agency RTI implementation growth and sustainability.
2. Contractor shall provide to Agency data reports demonstrating progress toward contractual goals that include:
3. Annual outcomes data report providing percentage of SLD referrals over time in participating districts, summative (Oregon’s Assessments of Knowledge and Skills (OAKS), Smarter Balanced) literacy and math scores for participating districts, analysis of increased or decreased student achievement over time, and districts' fidelity of implementation.
4. Quarterly progress reports.
5. Other data reports as requested by Agency to ensure accurate and timely reporting to Legislature requests.
6. Contractor shall provide leadership, professional development, and technical assistance to participating agencies that receive sub-grants from ODE to assist with technical assistance/professional development to participating districts.
7. Contractor shall manage and implement Selection and Exit process as outlined in the written Delivery and Implementation Plan.
8. Contractor shall enhance and maintain OrRTI website, materials, and technical documentation appropriate for the development and sustenance of interest from non-participating districts and agencies.
9. Contractor shall provide a budget detailing all three (3) contract years at the beginning of the Contract, a yearly budget every July 1st, and expenditure reports to Agency four (4) times per year, and as requested to provide for legislature requests.
10. Contractor shall provide a copy of each Agency approved subcontract showing the budget and assurances that the subcontractor agrees to meet the requirements of applicable State of Oregon and federal statutes, regulations, and guidelines (including the Individuals with Disabilities Education Act (IDEA) 2004, ORS 343.065 and related administrative rules adopted by the State Board of Education and the Agency); each approved subcontract must include a summary of all sources of funding, other than the funding provided under this Contract.
11. Contractor shall provide a written description of the method to be used by Contractor for monitoring subcontracts to assure compliance with the Contract, and fidelity to the Implementation Plan and subcontract requirements as well as appropriate expenditure of subcontract funds.
12. Contractor shall provide a listing of any applicable, signed and fully executed Interagency and Intergovernmental Agreements pertaining to the Work to be provided under this Contract including dates of agreement. Contractor shall make available to the Agency the actual agreement upon request.
13. Contractor shall employ or designate a Coordinator for this Contract who must:
14. Act as a liaison for the Contractor to the Agency for communication and coordination regarding RTI matters including any dispersion of sub-grants to participating districts and ESDs. Coordinator must communicate in a timely manner with Agency whenever Agency makes requests to do so.
15. Submit required reports as requested.
16. Participate as the Contractor's designated staff at meetings and other activities called by the Agency.
17. Disseminate information and maintain communication with all subcontractor personnel, and participating districts.
18. Provide overall coordination of RTI services in the participating districts including sub contracted programs and services.
19. Assist participating districts to implement data system(s) to track progress of individual schools served by the RTI team and for the purpose of making program decisions about each school.
20. Ensure programs use implementation measure(s) at least tri-annually (i.e DIBELS, EasyCBM, AIMSWEB, Discipline referral data disaggregated by ethnicity, poverty, special education, and ELD students) and other measures at least annually (i.e. referrals to special education, OAKS, Smarter Balanced Assessments disaggregated by ethnicity, poverty, special education, and ELD students).
21. Provide the necessary materials to schools/districts receiving RTI services per this Contract, including, but not limited to, forms for RTI procedures and continuous progress monitoring.

**CONTRACTOR ACTIVITIES, DELIVERABLES AND PAYMENT SCHEDULE**

As part of their Proposal, Proposer shall provide a **TENTATIVE** list of the proposed activities, schedule with deliverables and milestones in a format similar to this table. Proposer shall propose paypoints tied to the tasks and deliverables and indicate those paypoints and deliverables in the Schedule. Actual prices for each deliverable must be clearly identified in the Proposal. The final schedule may be adjusted based on a mutually acceptable Proposal.

| **Activities with Deliverables** | **Date** | **Paypoint** |
| --- | --- | --- |
| 1) **In collaboration with** other leadership groups to develop and provide to the Agency a culturally responsive RTI written Delivery and Implementation plan to provide a 3-tiered system (Universal, Targeted, and Intensive) level of support to selected districts in exploration and/or implementation of a culturally responsive RTI model for literacy planning and instruction at the K-8 level.  This plan shall include explicit detail outlining support for working with students who are identified as ELLs, students from various ethnic and cultural backgrounds and students living in poverty. This plan must include:  a. Written descriptions of the principles of RTI including references to the following student populations:   * ELD * Black * Hispanic * Asian * White * Poverty * SPED   b. Written descriptions of Universal, Targeted, and Intensive levels of technical assistance provided.  c. Written description of the process for selecting participant districts. The description must include Agency as a partner in the selection process.  d. Written description of data collection processes, including what data is collected, how it is collected, and when it is collected, how data is utilized, disseminated, and to whom it is disseminated.  e. Written description of exit criteria. Description must include Agency as a partner in the exit process.  f. Written description of subgrant allocations and budget provided to districts. Description shall include how allocations are determined, expected dates for allocations to be awarded, and criteria districts need to adhere to receive the allocations.  **Deliverables:**   * Written plans as outlined. | September 10, 2014 |  |

|  |  |  |
| --- | --- | --- |
| 2) **Using Implementation Science principles,** develop and provide to the Agency a culturally responsive written Delivery and Implementation plan to provide a 3-tiered system (universal, targeted, intensive) of support to selected districts in exploration and/or implementation of a culturally responsive RTI model for determining SLD eligibility at the K-8 level. This plan must include:  a. Written descriptions of the principles of RTI in determining SLD eligibility, including references to the following student populations:   * + - ELD     - Black     - Hispanic     - Asian     - White     - Poverty   b. Written description of Universal, Targeted, and Intensive levels of technical assistance provided.  c. Written description of the process for selecting participant districts. The description needs to include Agency as a partner in the selection process.  d. Written description of data collection processes, including what data is collected, how it is collected, when it is collected, how data is utilized, disseminated, and to whom data is disseminated to.  e. Written description of exit criteria. The description needs to include Agency as a partner in the exit process.  f. Written description and budget of subgrant allocations provided to districts. Description to include how allocations are determined, expected dates for allocations to be awarded, and criteria districts need to adhere to receive the allocations.  **Deliverables:**   * Written plans as outlined. | September 10, 2014 |  |
| 3) **Develop and provide** to Agency a written Delivery and Implementation plan:   1. Outlining how leadership, professional development, and technical assistance will be provided to agencies currently providing technical assistance to districts. 2. Outlining how leadership professional development and technical assistance will be provided to new agencies selected to provide technical assistance to districts. 3. Provide a written description of the process for new agency selection.   **Deliverables:**   * Written plans as outlined. | September 10, 2014 |  |
| 4) **Cadre I districts 2014-2015:**   1. Notification to districts of continuation. 2. Provide Universal and if data warrants, Targeted supports to eighteen (18) districts that participated in the OrRTI project in 2013-2014. 3. Provide Universal and Targeted supports for implementation in grades K-5 to maintain previously taught skills as well as to enhance their implementation skills toward sustainability.   **Deliverables:**   * Copies of notifications to Agency.   **Universal supports:**   1. Provide statewide conference once per year. 2. Provide regional conferences two (2) times per year.   **Deliverables:**   * Statewide and regional Conference Agendas, presentation materials, conference feedback survey data, and participant sign-in sheets.  1. Make OrRTI website available to public twelve (12) months per year with minimum server downtime for maintenance and adding new content 1x/week for a maximum of twelve (12) hours per downtime during typical non-peak usage. 2. Provide two (2) on-line learning modules available on the OrRTI website within the 2014-2015 school year.    * One (1) module provided by December 31, 2014.    * One (1) module provided by April 30, 2015.   **Deliverables:**   * Provide Agency link to modules.  1. Provide technical assistance to districts, which includes written guidance materials.   **Deliverables:**   * Provide written materials to Agency.  1. Provide a total of three (3) onsite or live TA webinars to each district to complete pre/post assessments and provide coaching.    * A minimum of one (1) session must be onsite.   **Deliverables:**   * Agendas, materials utilized, written outcomes and participant attendance sheets from each session.   **Targeted Supports:**   1. For selected districts as determined by data, provide on-site and live webinars implementation coaching and implementation assessment a minimum of six (6) times per year to each selected district, or until data warrants that Targeted supports are no longer needed.   **Deliverables:**   * Provide data utilized for district selection, on-site and webinar agendas, materials utilized, written outcomes, and participant/facilitator sign-in sheets from each session.  1. Multiple districts can participate on each webinar as appropriate.   **Deliverables:**   * Provide webinar agendas, materials utilized, written outcomes, and participant attendance sheets from each session. | August 30, 2014  June 1, 2015  December 30, 2014  March 31, 2015  September 10, 2015  December 31, 2014  April 30, 2015  May 30, 2015  October 30, 2014  February 15, 2015  May 30, 2015  December 31, 2014  March 31, 2015  May 30, 2015 |  |
| 5) **Cadre II Districts 2014-2015**:   1. In consultation with Agency solicit and select by competitive application fifteen (15) to twenty (20) new districts based on their demonstration of readiness to implement a culturally responsive RTI decision making and instructional model in literacy at the K-5 level. All regions of the state are expected to be represented. These districts must be using an evidence based reading program aligned to the Common Core English/Language Arts standards in grades K-5. These districts shall receive Universal, and if data warrants, Targeted Supports to develop needed skills to begin implementation of an RTI based literacy system at the K-5 level in their districts.    * Provide introduction webinar in partnership with Agency.   **Deliverables:**   * Identify chosen districts selected to participate.   **Universal supports:**   1. Provide statewide conference once per year 2. Provide regional conferences two (2) times per year.   **Deliverables:**   * Statewide and Regional agendas, presentation materials, conference feedback survey data, and participant sign-in sheets.  1. Make OrRTI website available to public twelve (12) months per year with minimum server downtime for maintenance and adding new content 1x/week for a maximum of twelve (12) hours per downtime during typical non-peak usage. 2. Provide two (2) on-line learning modules available on the OrRTI website within the 2014-2015 school year.  * One (1) module by December 31, 2014. * One (1) module by April 30, 2015.   **Deliverables:**   * Provide Agency with link to modules.  1. Provide technical assistance to districts, which includes written guidance materials.   **Deliverables**:   * Written materials provided to Agency.  1. Provide a total of three (3) onsite or live webinars TA to each district to complete pre/post assessments and provide coaching.  * A minimum of one (1) of the three (3) sessions will be onsite.   **Deliverables:**   * Provide Agency with agendas, materials utilized, written outcomes, and participant attendance sheets from each session.   **Targeted Supports:**   1. For selected districts as determined by data, provide on-site and live webinars implementation coaching and implementation assessment a minimum of six (6) times per year to each selected district, or until data warrants that Targeted supports are no longer needed   **Deliverables:**   * Provide Agency with data utilized for district selection, agendas, materials utilized, written outcomes and participant and facilitator sheets from each session.  1. Multiple districts can participate on each webinar as appropriate.   **Deliverables:**   * Provide Agency with webinar agendas, materials utilized, written outcomes, and participant attendance sheets from each session. | August 15, 2015  June 1, 2015  December 30, 2014  March 31, 2014  September 10, 2014  December 31, 2014  March 31, 2015  May 30, 2015  October 31, 2014  February 15, 2015  May 30, 2015  October 31, 2014  March 31, 2015  May 30, 2015 |  |
| 6) **Cadre I/II A Districts14-15:**   1. Solicit and select, in consultation with Agency, three (3) to five (5) districts based on their demonstration of readiness to implement a culturally responsive Response to Intervention (RTI) decision making model in literacy at grades 6-8.    * Conduct selection by competitive application. These districts may be part of Cadre I or Cadre II as outlined in Sections V and VI in the Scope of Work, OR they may be districts that have participated in previous OrRTI cadres.    * These districts must be using an evidence based literacy program in grades 6-8.    * These districts will be implementing an RTI based literacy model at the K-5 level as well. Universal and, if data warrants, Targeted Supports will be provided to develop needed skills to begin implementation of an RTI based literacy system at the 6-8 level in their districts.    * Identify chosen districts selected to participate.   **Universal supports:**   1. Provide statewide conference once per year.    * A strand of sessions will be made available targeting grades 6-8 implementation. 2. Provide regional conferences two (2) times per year.    * A strand of sessions must be made available in those regional conferences where districts participating in the 6-8 cohort will be in attendance.   **Deliverables:**   * Statewide and regional agendas, presentation materials, conference feedback survey data, and conference sign-in sheets to be provided to Agency.  1. Make OrRTI website available to public twelve (12) months per year with minimum server downtime for maintenance and adding new content 1x/week for a maximum of twelve (12) hours per downtime during typical non-peak usage. Ensure the website has specific content for grades 6-8 implementation. 2. Provide one (1) on-line learning module specific for grades 6-8 implementation available on the OrRTI website within the 2014-2015 school year.   **Deliverables:**   * Provide Agency with link to module.  1. Provide technical assistance to districts, which includes written guidance materials. 2. Provide a total of three (3) onsite or live webinars TA to each district to complete pre/post assessments and provide coaching.  * A minimum of one (1) of the three (3) sessions must be onsite.   **Deliverables:**   * Provide Agency with agendas, materials utilized, written outcomes, and participant attendance sheets from each session.   **Targeted Supports:**   1. For selected districts as determined by data, provide on-site and live webinars implementation coaching and implementation assessment a minimum of 6 times per year to each selected district, or until data warrants that Targeted supports are no longer needed.   **Deliverables:**   * Provide Agency with data utilized for district selection, agendas, materials utilized, written outcomes, and participant/facilitator sign-in sheets from each session.  1. Multiple districts can participate on each webinar as appropriate.   **Deliverables:**   * Provide Agency with webinar agendas, materials utilized, written outcomes, and participant attendance sheets from each session. | September 15, 2014  June 1, 2015  December 30, 2014  March 31, 2015  September 10, 2014  March 31, 2015  May 30, 2015  October 31, 2014  February 15, 2015  May 30, 2015  December 31, 2014  March 31, 2015  June 15, 2015 |  |
| 7) **Cadre I districts, 2015-2016:**   1. Continue to provide Universal and if data warrants, Targeted supports to eighteen (18) districts that have been involved in the OrRTI project beginning in 2013-2014. 2. Provide Universal and Targeted supports for implementation in grades K-5 to maintain previously taught skills as well as to enhance their implementation skills toward sustainability. 3. Between March15, 2016 and June 15, 2015, conduct exit interviews with each district, reviewing fidelity of implementation data. .   **Deliverables:**   * Provide exit summary report with data to Agency.   **Universal supports:**   1. Provide statewide conference once per year. 2. Provide regional conferences two (2) times per year.   **Deliverables:**   * Statewide and regional agendas, presentation materials, conference feedback survey data, and conference sign-in sheets to be provided to Agency  1. Make OrRTI website available to public twelve (12) months per year with minimum server downtime for maintenance and adding new content 1x/week for a maximum of twelve (12) hours per downtime during typical non-peak usage. 2. Provide two (2) on-line learning modules available on the OrRTI website within the 2015-2016 school year.    * One (1) module provided by December 31, 2015.    * One (1) module provided by March 31, 2016.   **Deliverables:**   * Provide Agency link to modules.  1. Provide technical assistance to districts, which includes written guidance materials.   **Deliverables:**   * Provide written materials to Agency.  1. Provide a total of three (3) onsite or live TA webinars to each district to complete pre/post assessments and provide coaching.  * A minimum of one (1) of the three (3) sessions will be onsite.   **Deliverables:**   * Provide Agency with agendas, materials utilized, written outcomes, and participant attendance sheets from each session.  1. Between March 15, 2016 and June 15, 2016, conduct exit interviews with each district, reviewing fidelity of implementation data.   **Deliverables:**   * Provide exit summary report with data to Agency.   **Targeted Supports:**   1. For selected districts as determined by data, provide on-site and live webinars implementation coaching and implementation assessment a minimum of 6 times per year to each selected district, or until data warrants that Targeted supports are no longer needed.   **Deliverables:**   * Provide Agency with data utilized for district selection, agendas, materials utilized, written outcomes, and participant/facilitator sign-in sheets from each session.  1. Multiple districts can participate on each webinar as appropriate.   **Deliverables:**   * Provide Agency with webinar agendas, materials utilized, written outcomes, and participant attendance sheets from each session. | June 1, 2016  December 30, 2015  March 31, 2016  September 10, 2015  December 31, 2015  March 31, 2016  May 30, 2016  October 31, 2015  February 15, 2016  May 30, 2016  June 15, 2016  December 31, 2015  March 31, 2016  May 30, 2016 |  |
| 8) **In collaboration with** other leadership groups to develop and provide a culturally responsive RTI written Delivery and Implementation Plan to provide a 3-tiered system (universal, targeted, and intensive) level of support to selected districts in exploration and/or implementation on an RTI model for **mathematics** planning and instruction at the K-5 level.  This plan shall:   1. Include explicit detail outlining support for working with students who are identified as ELLs, students from various ethnic and cultural backgrounds and students living in poverty. 2. Include written descriptions of the principles of RTI including references to the following student populations:  * ELD * Black * Hispanic * Asian * White * Poverty * SPED  1. Include written descriptions of Universal, Targeted, and Intensive levels of technical assistance provided. 2. Include a written description of the process for selecting participant districts. The description needs to include Agency as a partner in the selection process. 3. Include written descriptions of data collection processes, including what data is collected, how it is collected, and when it is collected, how data is utilized, disseminated, and to whom it is disseminated. 4. Include a written description of exit criteria. The description needs to include Agency as a partner in the exit process. 5. Include written descriptions of subgrant allocations and budget provided to districts. Description to include how allocations are determined, expected dates for allocations to be awarded, and criteria districts need to adhere to, to receive the allocations.   **Deliverables:**   * Written Plans as outlined above. | September 1, 2015 |  |
| 9) **Cadre II Districts15-16:**  Continue to provide Universal and if data warrants, Targeted supports to Cadre II districts in implementing a Response to Intervention (RTI) decision making and instructional model in literacy at the K-5 level. These districts must be using an evidence based reading program aligned to the Common Core English/Language Arts standards in grades K-5.  **Universal supports:**   1. Provide statewide conference once per year. 2. Provide regional conferences two (2) times per year.   **Deliverables:**   * Statewide and regional agendas, presentation materials, conference feedback survey data, and conference sign-in sheets to be provided to Agency.  1. Make OrRTI website available to public twelve (12) months per year with minimum server downtime for maintenance and adding new content 1x/week for a maximum of twelve (12) hours per downtime during typical non-peak usage. 2. Provide two (2) on-line learning modules available on the OrRTI website within the 2015-2016 school year.  * One (1) module provided by December 31, 2015. * One (1) module provided by March 31, 2016.   **Deliverables:**   * Provide Agency with link to modules.  1. Provide technical assistance to districts, which includes written guidance materials.   **Deliverables:**   * Provide written materials to Agency.  1. Provide a total of three (3) onsite or live TA webinars to districts to complete pre/post assessments and provide coaching.  * A minimum of one (1) of the three (3) sessions must be onsite.   **Deliverables:**   * Provide Agency with agendas, materials utilized, written outcomes, and participant attendance sheets from each session.   **Targeted Supports:**   1. For selected districts as determined by data, provide on-site and live webinars implementation coaching and implementation assessment a minimum of six (6) times per year to each selected district, or until data warrants that Targeted supports are no longer needed.   **Deliverables:**   * Provide Agency with data utilized for district selection, agendas, materials utilized, written outcomes, and participant/facilitator sign-in sheets from each session.  1. Multiple districts can participate on each webinar as appropriate.   **Deliverables:**   * Provide Agency with webinar agendas, materials utilized, written outcomes, and participant attendance sheets from each session. | June 1, 2015  December 30, 2015  March 31, 2016  September 10, 2015  December 31, 2015  March 31, 2016  May 30, 2016  October 31, 2015  February 15, 2016  May 30, 2016  October 31, 2015  February 15, 2016  May 30, 2016 |  |
| 10) **Cadre I/II A Districts15-16**:  Continue to provide Universal and if data warrants, Targeted supports to three (3) to five (5) Cadre I/II A Districts identified in 2014-2015 to support a culturally responsive Response to Intervention (RTI) decision making model in literacy at grades 6-8. Universal and Targeted Supports will continue to be provided to develop needed skills to support implementation of an RTI based literacy system at the 6-8t level in their districts.  **Universal supports:**   1. Provide statewide conference once per year.    * A strand of sessions will be made available targeting grades 6-8 implementation. 2. Provide regional conferences two (2) times per year.  * A strand of sessions will be made available in those regional conferences where districts participating in the 6-8 cohort will be attending.   **Deliverables:**   * Statewide and regional Conference Agendas, presentation materials, conference feedback survey data, and participant sign-in sheets to be provided to Agency.  1. Make OrRTI website available to public twelve (12) months per year with minimum server downtime for maintenance and adding new content 1x/week for a maximum of twelve (12) hours per downtime during typical non-peak usage. Ensure the website has specific content for grades 6-8 implementation. 2. Provide one (1) on-line learning module specific to implementation for grades 6-8 available on the OrRTI website within the 2015-2016 school year.  * One (1) module provided by January 31, 2016.   **Deliverables:**   * Provide Agency with link to module.  1. Provide technical assistance to districts, which includes written guidance materials.   **Deliverables:**   * Provide written materials to Agency.  1. Provide a total of three (3) onsite or live TA webinars to each district to complete pre/post assessments and provide coaching.  * A minimum of one (1) of the three sessions will be onsite.   **Deliverables:**   * Provide Agency with agendas, materials utilized, written outcomes, and participant attendance sheets from each session.   **Targeted Supports:**   1. For selected districts as determined by data, provide on-site and live webinars implementation coaching and implementation assessment a minimum of six (6) times per year to each selected district, or until data warrants that Targeted supports are no longer needed.     **Deliverables:**   * Provide Agency with data utilized for district selection, onsite and webinar agendas, materials utilized, written outcomes, and participant/facilitator attendance sheets from each session.  1. Multiple districts can participate on each webinar as appropriate.   **Deliverables:**   * Provide Agency with webinar agendas, materials utilized, written outcomes, and participant attendance sheets from each session. | June 01, 2016  December 31, 2015  March 31, 2016  September 2015  March 31, 2016  May 30, 2016  October 31, 2013  February 15, 2016  May 30, 2016  December 31, 2015  March 31, 2016  June 15, 2016 |  |
| 11) **Intensive Supports Cadre III-15-16**  In consultation with the Agency, solicit and select one (1) to three (3) districts no later than February 1, 2016, based on implementation assessment data to provide Intensive support through the end of this Contract, or earlier, if data confirms the need no longer exists. Districts must be selected from previous or current OrRTI cadres.   1. In addition to participating in Universal and Targeted Supports, Contractor shall provide on-site facilitation, and live webinars with district/school leadership and staff to complete district and school implementation assessments and to provide direct implementation coaching support. 2. Intensive on-site and webinar facilitation/coaching must be provided a minimum of six (6) times per year, (prorated if necessary   **Deliverables:**   * Contractor must provide agendas, materials and outcomes from each session, and copies of participant/facilitator sign-in sheets. | February 15, 2016 |  |
| 12) **Cadre IV 15-16:**   1. In consultation with the Agency, solicit and select three (3) to five (5) districts based on their demonstration of readiness to implement a culturally responsive Response to Intervention (RTI) decision making and instructional model in **math** at the K-5 level.  * These districts must be using an evidence based math program aligned to the Common Core math standards. * These districts may be districts participating in Cadres I or II, or districts that participated in previous cadres may also participate.   **Deliverables:**   * Identify chosen districts selected to participate. * Provide introduction webinar in partnership with Agency.   **Universal supports:**   1. Within the yearly OrRTI statewide conference, provide sessions that support RTI model for math at the K-5 level. 2. Provide regional conferences a minimum of two (2) times per year.   **Deliverables:**   * Statewide and regional agendas, presentation materials, conference feedback survey data, and conference sign-in sheets to be provided to Agency.  1. Make OrRTI website available to public twelve (12) months per year with minimum server downtime for maintenance and adding new content 1x/week for a maximum of twelve (12) hours per downtime during typical non-peak usage. Ensure website addresses math implementation for K-5. 2. Provide one (1) on-line learning module available on the OrRTI website within the 2015-2016 school year specific to implementation for math at the K-5 level.  * One (1) module provided by January 31, 2016.   **Deliverables:**   * Provide Agency with link to module.  1. Provide technical assistance to districts, which includes written guidance materials.   **Deliverables:**   * Provide written materials to Agency.  1. Provide a total of three (3) onsite or live TA webinars to districts to complete pre/post assessments and provide coaching.  * A minimum of one (1) of the three (3) sessions will be onsite.   **Deliverables:**   * Provide Agency with agendas, materials utilized, written outcomes, and participant attendance sheets from each session.   **Targeted Supports:**   1. For selected districts as determined by data, provide on-site and live webinars implementation coaching and implementation assessment a minimum of six (6) times per year to each selected district, or until data warrants that Targeted supports are no longer needed.   **Deliverables:**   * Provide Agency with data utilized for district selection, agendas, materials utilized, written outcomes, and participant/facilitator sign-in sheets from each session  1. Multiple districts can participate on each webinar as appropriate.   **Deliverables:**   * Provide Agency with webinar agendas, materials utilized, written outcomes, and participant attendance sheets from each session. | September 15, 2015  June 01, 2016  December 30, 2015  March 31, 2016  September 10, 2015  January 31, 2016  January 31, 2016  October 31, 2015  February 15, 2016  May 30, 2016  October 31, 2015  March 31, 2016  May 30, 2016 |  |
| 13) **16-17 Cadres II, I/IIA, III, IV**:  Continue to provide Universal, Targeted, and Intensive levels of supports as outlined in previous sections.  **Universal supports:**   1. Provide statewide conference once per year.  * For Cadre I/IIA ensure there is a strand of sessions that will be made available targeting grades 6-8 implementation. A strand of sessions will be made available targeting grades K-5 math implementation.   **Deliverables:**   * Agenda, presentation materials, conference feedback survey data, and conference sign-in sheets to be provided to Agency  1. Provide regional conferences two (2) times per year.  * For Cadre I/IIA ensure a strand of sessions will be made available in those regional conferences where districts participating in the 6-8 cohort will be attending. For Cadre IV ensure a strand of sessions will be made available in those regional conferences where districts participating in the K-5 math cohort will be attending.   **Deliverables:**   * Agenda, presentation materials conference feedback, and conference sign-in sheets to be provided to Agency.  1. Make OrRTI website available to public twelve (12) months per year with minimum server downtime for maintenance and adding new content 1x/week for a maximum of twelve (12) hours per downtime during typical non-peak usage. Ensure the website has specific content for grades 6-8 and grades K-5 math implementation. 2. Provide two (2) on-line learning modules for Cadre II available on the OrRTI website within the 2016-2017 school year.  * One (1) module provided by December 31, 2016. * One (1) module provided by March 31, 2017.   **Deliverables:**   * Provide Agency module link.  1. Provide one (1) on-line learning module specific to implementation for grades 6-8 available on the OrRTI website within the 2016-2017 school year.  * One (1) module provided by January 31, 2017.   **Deliverables:**   * Provide Agency module link.  1. Provide one (1) on-line learning module specific to Cadre IV for math implementation for grades K-5 available on the OrRTI website with the 2016-2017 school year.  * One (1) module provided by January 31, 2017.   **Deliverables:**   * Provide Agency module link.  1. Provide technical assistance to districts, which includes written guidance materials.   **Deliverables:**   * Provide Agency written materials.  1. Provide a total of three (3) onsite or live TA webinars for EACH Cadre to complete pre/post assessments and provide coaching.  * A minimum of one (1) of the three (3) sessions will be onsite for EACH Cadre II, I/IIA, III, IV.   **Deliverables:**   * Provide Agency with agendas, materials utilized, written outcomes, and participant attendance sheets from each session.   **Targeted Supports:**   1. For selected districts in Cadres II, I/IIA, and IV as determined by data, provide on-site and live webinars implementation coaching and implementation assessment a minimum of six (6) times per year to each selected district, or until data warrants that Targeted supports are no longer needed.   **Deliverables:**   * Provide Agency with data utilized for district selection, agendas, materials utilized, written outcomes, and participant/facilitator sign-in sheets from each session.  1. Multiple districts can participate on each webinar as appropriate.   **Deliverables:**   * Provide Agency with webinar agendas, materials utilized, written outcomes, and participant attendance sheets from each session.   **Intensive Supports:**   1. For Cadre III continue to provide on-site facilitation and live webinars with district/ school leadership and staff to complete district and school implementation assessments and to provide direct implementation coaching support.   **Deliverables:**   * Provide Agency with data utilized for district selection, agendas, materials utilized, written outcomes, and participant/facilitator sign-in sheets from each session.  1. On-site facilitation/coaching to be provided a minimum of six (6) times per year, (prorated if necessary), and live Webinar sessions a minimum of three (3) times per year (prorated if necessary).   **Deliverables:**   * Provide Agency with agendas, materials utilized, and written outcomes from each session. | June 01, 2017  December 30, 2016  March 31, 2017  September 10, 2016  December31, 2016  March 31, 2017  January 31, 2017  January 31, 2017  May 30, 2017  October 31, 2016  February 15, 2017  May 30, 2017  October 31, 2016  March 31, 2017  May 30, 2017  October 31, 2016  March 31, 2017  May 30, 2017 |  |

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| --- | --- | --- |
| 14) Data collection of school, district, and agency outcome and fidelity data related to:   * Student outcomes disaggregated by specific student populations:   + ELD   + Black   + Hispanic   + Asian   + White   + Poverty   + SPED * School, district, and Agency RTI implementation growth and sustainability.   **Deliverables:**   * Provide to Agency data reports that demonstrate progress toward contractual goals to include: * Annual outcomes data report: * SLD referrals percentage over time. * OAKS/SMARTER Balanced Assessment Consortia (SBAC) literacy/math scores with analysis of increased/decreased achievement over time. * Districts’ fidelity of implementation.   + Quarterly progress reports.   + Other data reports as requested by Agency to ensure accurate and timely reporting to Legislature requests. | December 31, 2017  March 31, 2015  June 30, 2015  December 31, 2015  March 31, 2015  June 30, 2016  December 31, 2016  March 31, 2017  June 10, 2017 |  |
| 15) Manage dispersion of sub-grants to participating districts and ESDs.  **Deliverables:**   * Provide to Agency written description and budget of subgrant allocations provided to districts. Description shall include how allocations are determined, expected dates for allocations to be awarded, and criteria districts must adhere to in order to receive the allocations. | August 10, 2014  September 1, 2015  September 1, 2016 |  |
| 16) Provide ongoing leadership, professional development, and technical assistance to participating agencies that receive sub-grants from Agency to assist with technical assistance/professional development to participating districts. | Throughout the term of the Contract |  |
| 17) Enhance and maintain OrRTI website, materials, and technical documentation appropriate for the development and sustenance of interest from non-participating districts and agencies. | Throughout the term of the Contract |  |
| 18) Provide a triennial budget at the beginning of the Contract, and a yearly budget on July 1st of each subsequent contract year. Provide expenditure report four (4) times per year, or as requested by Agency to provide for reports to Legislature.  **Deliverables:**   * Triennial budget provided to Agency. * Yearly budget provided to Agency. * Expenditure Reports | Within ten (10) days of Contract’s execution.  July 1, 2015  July 1, 2016 |  |
| 19) Provide a copy of each Agency approved subcontract showing the budget and assurances that the subcontractor agrees to meet the requirements of applicable State of Oregon and federal statutes, regulations, and guidelines (including IDEA 2004, ORS 343.065 and related administrative rules adopted by the State Board of Education and/or the Agency).  **Deliverables:**   * Copies of executed subcontracts. | September 10, 2014  July 1, 2015  July 1, 2016 |  |
| 20) Per Contract activities provide a written description of the method to be used by the Contractor for monitoring subcontracts to assure compliance with the Contract, and fidelity to the implementation plan and subcontract requirements as well as appropriate expenditure of subcontract funds. | September 10, 2014  July 1, 2015  July 1, 2016 |  |
| 21) Provide a listing of any applicable, signed interagency or intergovernmental agreements pertaining to the services to be provided under this Contract including dates of agreement.  **Deliverables:**   * Make available to the Agency actual agreements upon request. * Listing of executed Interagency and Intergovernmental Agreements | September 10, 2014  July 1, 2015  July 1, 2016 |  |
| 22) The Contractor shall employ or designate a Coordinator for this Contract who shall:   * Act as a liaison for the Contractor to the Agency for communication and coordination regarding RTI matters including any dispersion of sub-grants to participating districts and ESDs. Coordinator shall communicate in a timely manner with Agency whenever Agency makes requests to do so. * Submit required reports as requested. * Participate as the Contractor’s designated staff at meetings and other activities called by the Agency. * Disseminate information and maintain communication with all subcontractor personnel, and participating districts. * Provide overall coordination of RTI services in the participating districts including subcontracted programs and services. * Assist participating districts to implement data system(s) to track progress of individual schools served by the RTI team and for the purpose of making program decisions about each school. * Ensure programs use implementation measure(s) at least tri-annually (i.e DIBELS, EasyCBM, AIMSWEB, discipline referral data disaggregated by ethnicity, poverty, special education, and ELD students) and other measures at least annually (i.e. referrals to special education, OAKS/SBAC disaggregated by ethnicity, poverty, special education, and ELD students). * Provide the necessary materials to schools/districts receiving RTI services per this Contract, including, but not limited to, forms for RTI procedures and continuous progress monitoring. * Ensure all staff employed by Contractor and subcontractors shall, at all times, have the appropriate certifications, classifications, and/or licenses appropriate for their profession.   **Deliverables:**   * Provide Agency with Coordinator's name and contact information. | Within 10 days of Contract’s execution  July 1, 2015  July 1, 2016 |  |
| 23) Contractor shall maintain an inventory of capital equipment purchased by the Contractor with Agency funds under this Contract, and assure the Agency that each subcontractor shall maintain an inventory of capital equipment purchased under this Contract. Such equipment is considered property of the State of Oregon.  **Deliverables:**   * Provide Agency with inventory. | October 31, 2014  July 1, 2015  July 1, 2016 |  |

EXHIBIT B

**INSURANCE REQUIREMENTS**

**REQUIRED INSURANCE.**  Contractor shall obtain at Contractor’s expense the insurance specified in this Exhibit B prior to performing under this Contract and shall maintain insurances in full force and at its own expense throughout the duration of this Contract and all warranty periods.

Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State and acceptable to Agency.

**1.**  **Required by Agency of Contractors with one (1) or more workers, as defined by ORS 656.027**.

**Workers' Compensation.**  All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

**2.  Required by Agency**  Not required by Agency.

**Professional Liability.** This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts:

Amounts not less than the amounts listed in the following schedule:

Combined single limit per occurrence:

From commencement of the Contract term to June 30, 2015: $2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271.

Aggregate limit for all claims per occurrence:

From commencement of the Contract term to June 30, 2015 $4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271.

State Court Administrator website: <http://courts.oregon.gov/OJD/courts/circuit/tort_claims_act.page>

**3. Required by Agency**  Not required by Agency.

**Commercial General Liability.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the Agency:

**Bodily Injury/Death:**

Amounts not less than the amounts listed in the following schedule:

Combined single limit per occurrence:

From commencement of the Contract term to June 30, 2015: $2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271.

Aggregate limit for all claims per occurrence:

From commencement of the Contract term to June 30, 2015: $4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271.

**Property Damage:**

Amounts not less than the amounts listed in the following schedule:

Combined single limit per occurrence shall not be less than the following amounts listed in the following schedule:

From commencement of the Contract term to June 30, 2014: $109,400.

From July 1, 2014, and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273.

Aggregate limits for all claims per occurrence shall not be less than the following amounts listed in the following schedule:

From commencement of the Contract term to June 30, 2014: $546,800

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273.

State Court Administrator website: <http://courts.oregon.gov/OJD/courts/circuit/tort_claims_act.page>

**4.  Required by Agency**  Not required by Agency.

**Automobile Liability.** This is to cover each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. Contractor shall provide proof of insurance of not less than the following amounts:

**Bodily Injury/Death:**

Amounts not less than the amounts listed in the following schedule:

Combined single limit per occurrence:

From commencement of the Contract term to June 30, 2015: $2,000,000.

From July 1, 2015, and every year thereafter, the adjusted limitation will be as determined by the State Court Administrator pursuant to ORS 30.271.

Aggregate limits for all claims per occurrence shall not be less than the following amounts listed in the following schedule:

From commencement of the Contract term to June 30, 2015: $4,000,000.

From July 1, 2015, and every year thereafter, the adjusted limitation will be as determined by the State Court Administrator pursuant to ORS 30.271.

**Property Damage:**

Amounts not less than the amounts listed in the following schedule:

Combined single limit per occurrence shall not be less than the following amounts listed in the following schedule:

From commencement of the Contract term to June 30, 2015: $109,400.

From July 1, 2015, and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273.

Aggregate limits for all claims per occurrence shall not be less than the following amounts listed in the following schedule:

From commencement of the Contract term to June 30, 2015: $546,800.

From July 1, 2015, and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273.

State Court Administrator website: <http://courts.oregon.gov/OJD/courts/circuit/tort_claims_act.page>

**5. "Tail" Coverage.** If anyof the required liability insurance is on a "claims made" basis, Contractor shall maintain either “tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of this Contract, for a minimum of twenty-four (24) months following the later of: **i.** Contractor’s completion and Agency’s acceptance of all Services required under this Contract, or, **ii.** The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace for the coverage required under this Contract. Contractor shall provide to Agency, upon Agency’s request, certification of the coverage required under this Exhibit B, Section 5.

**6. Notice of Cancellation or Change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days prior written notice from the Contractor or its insurer(s) to **Oregon Department of Education**.

**7. Additional Insured.** The Commercial General Liability and Automobile Liability insurance coverages required under this Contract shall include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as Additional Insureds but only with respect to Contractor’s activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**8.** **Certificates of Insurance.** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to:

**Oregon Department of Education**

**Attn: Karen L Hull**

**255 Capitol St NE**

**Salem OR 97310**

prior to commencing the Work. The certificate must specify all of the parties who are Additional Insureds. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall pay for all deductibles, self-insured retention and self-insurance.

The Contractor shall immediately notify the Agency of any change in insurance coverage.

**ATTACHMENT A**

**Proposal Cover Sheet for RFP**

**Response to Intervention Technical Assistance and Implementation**

Organization Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and title of the person(s) authorized to represent the Proposer in any negotiations and sign any awarded Contract that may result from this RFP:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Proposer’s signature and submission of its signed Proposal in response to the RFP constitutes Proposer’s affirmation that:

1. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any.
2. The Proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
3. The Proposal was prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
4. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit a Proposal.
5. Agency shall not be liable for any claims or be subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer’s failure to comprehend all requirements of the RFP.
6. Agency shall not be liable for any expenses incurred by Proposer in preparing and submitting its Proposal or in participating in the Proposal evaluation/selection process.
7. Proposer accepts and agrees to be bound by the terms and conditions of the Contract, and agrees to provide all services set out in the Contract.
8. By submitting a Proposal in response to this RFP, Proposer is verifying Proposer can perform the work described in Exhibit A, Scope of Work.
9. Upon request the successful Contractor shall provide the Agency with their Federal Employer Identification Number (FEIN).
10. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
11. Information and costs included in this Proposal shall remain valid for ninety (90) days after the Proposal due date or until a contract is approved, whichever comes first.
12. The statements contained in this Proposal are true and complete to the best of the Proposer’s knowledge and accepts as a condition of the Contract, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes this is a public document and open to public inspection.
13. The Proposer acknowledges receipt of all addenda issued under this RFP.
14. If Proposer is awarded a contract as a result of this RFP, the Contractor will be required to complete, and be bound by, a contract as attached to this RFP.
15. Pursuant to ORS 279B.055 (2) the Contractor agrees to meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services as stated in the Scope of Work.
16. If Proposer is awarded a contract as a result of the RFP, the Contractor acknowledges and agrees that the Agency maintains the leadership role, its management and all management decisions for this Work.
17. The signatory of this Proposal Cover Sheet is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this Proposal document and all Addenda, if any, issued, and to execute this Proposal document on behalf of Proposer.
18. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Cover Sheet and the submitted Proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the Proposal.

**THIS PROPOSAL MUST BE SIGNED IN BLUE INK BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ALL ALTERATIONS OR ERASURES TO THE PROPOSAL SHALL BE INITIALED IN BLUE INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.**

**SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:**

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person (Type or Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: (\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number: (\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT B**

**BUDGET FORM**

Prices must include all personnel costs, materials and supplies, travel, administrative and indirect costs, and any other costs associated with the provision of the services under the resultant contract. (It is at the option of the Proposer to use this budget form or to use Proposer’s own budget form.)

|  |  |
| --- | --- |
| **CATEGORIES** | **ESTIMATE** |
| **Personnel Services (Salaries and Benefits)**  **Project Management**  **Professional Staff**  **Clerical/Support Staff**  **Other (describe) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
| **Materials and Supplies** |  |
| **Travel** |  |
| **Contracted Services (describe)** |  |
| **Other Supplies and Services (describe)** |  |
| **TOTAL DIRECT COSTS** |  |
| **Administrative/Indirect Costs** |  |
| **TOTAL PROPOSED BUDGET** |  |

**ATTACHMENT C**

###### CERTIFICATION OF COSTS

This is to confirm the work proposed by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for the Oregon Department of Education, and all supporting requirements identified in the Proposal will be available and delivered in accordance with the Time Schedule of this Request for Proposal.

All costs for the tasks to be performed are correct as of the date of this Proposal and are acceptable to the Proposer as a contractual obligation. The proposed costs shall remain in effect for 90 days from the due date of the proposal.

It is understood the Oregon Department of Education will compare the Proposer’s capability, cost and understanding of the work to be performed with those of other Proposers. Selection will be based on the criteria established in the Request for Proposal.

MCBS01576_0000[1]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Proposer Name (**signature**) Proposer Name (**printed**)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Proposer Title Entity/Company Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Federal ID Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Fax

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Date

**ATTACHMENT D**

**CERTIFICATION DENYING CONFLICT OF INTEREST**

**Issuing Agency: OREGON DEPARTMENT OF EDUCATION**

**Request for Proposal: Response to Intervention Technical Assistance and Implementation**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby certify I have read the statement defining conflict of interest as quoted below; that I understand the statement; that no conflict of interest exists as therein defined, which precludes an impartial Proposal to be submitted by myself or the entity/company for which the Proposal is submitted, and that if such a conflict should arise, I will immediately notify the Oregon Department of Education and disqualify my Proposal.

**"NO OFFICER, EMPLOYEE, OR AGENT OF THE PROPOSER HAS ANY PERSONAL FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE OPERATION OF THE OREGON DEPARTMENT OF EDUCATION."**

MCBS01576_0000[1]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Proposer Name (**signature**)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Proposer Name (printed)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Proposer Title (printed)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Entity/Company Name (printed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date

**POTENTIAL CONFLICT DECLARED: [ ] Yes [ ] No**

**ATTACHMENT E**

**oMWESB Outreach Plan**

1. Is Applicant an Oregon certified Minority-Owned, Woman-Owned or Emerging Small Business?

Yes □ No □

If yes, indicate all certification type(s): MBE □ WBE □ ESB □ DBE □

Oregon State Certification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Does Applicant foresee any subcontracting opportunities for this procurement? Yes □ No □

***If no, do not complete the rest of this form.***

1. The Applicant shall provide a narrative description of its experience in obtaining MWESB firms participation as subcontractors, consultants or suppliers on previous projects, and discuss any innovative or particularly successful measures that the Applicant has undertaken. The Applicant shall include a list of those certified firms with which it has had a contractual relationship during the past 24 months immediately preceding the date this solicitation document was issued. ***If none, state none.***

□ ***No prior experience obtaining participation from MWESB certified firms.***

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. The Applicant shall provide examples where MWESB participation was achieved, along with information on MWESB subcontracting participation levels for up to three projects/contracts that the Applicant is either currently performing or has completed within the past 24 months immediately preceding the date this solicitation document was issued. MWESB participation should be described as the percentage of the dollar value of subcontracts and material or supply contracts awarded to MWESBs as compared with the total dollar value of subcontracts and material or supply contracts let for each identified project or contract. The Applicant shall describe any technical assistance or mentoring the firm provided to MWESB firms subcontracting on each project. ***If none, state none.***

□ ***No prior experience obtaining participation from MWESB certified firms.***

**Project 1 Name**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Award Date \_\_\_/\_\_\_/\_\_\_ Completion Date \_\_\_/\_\_\_/\_\_\_

Contract Award Amount $\_\_\_\_\_\_\_\_\_\_\_\_\_

MWESB goal percentage, if applicable \_\_\_\_\_\_\_\_% MWESB achievement percentage \_\_\_\_\_%

MWESB Subcontract Award Amount $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MWESB Spend Achieved $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Describe any technical assistance or mentoring provided to MWESB firms subcontracting on this project.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project 2 Name**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Award Date \_\_\_/\_\_\_/\_\_\_ Completion Date \_\_\_/\_\_\_/\_\_\_

Contract Award Amount $\_\_\_\_\_\_\_\_\_\_\_\_\_

MWESB goal percentage, if applicable \_\_\_\_\_\_\_\_% MWESB achievement percentage \_\_\_\_\_%

MWESB Subcontract Award Amount $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MWESB Spend Achieved $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Describe any technical assistance or mentoring provided to MWESB firms subcontracting on this project.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project 3 Name**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Award Date \_\_\_/\_\_\_/\_\_\_ Completion Date \_\_\_/\_\_\_/\_\_\_

Contract Award Amount $\_\_\_\_\_\_\_\_\_\_\_\_\_

MWESB goal percentage, if applicable \_\_\_\_\_\_\_\_% MWESB achievement percentage \_\_\_\_\_%

MWESB Subcontract Award Amount $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MWESB Spend Achieved $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Describe any technical assistance or mentoring provided to MWESB firms subcontracting on this project.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. If the total cost of the awarded contract is expected to be greater than $150,000, the Applicant shall describe the outreach and subcontracting plan it will use, if awarded the Contract, to provide Oregon MWESB certified firms an equal opportunity to perform any subcontracts under the Contract. The plan must be realistic and based on Applicant’s successful past experience. If Applicant has no previous outreach experience, the Applicant shall describe the outreach plan it intends to use if awarded the Contract.

The Applicant must include the following in its plan:

* 1. A description of the steps that the Applicant will take to solicit MWESB participation;
  2. A description of the mentoring, technical or other business development assistance the Applicant will provide to subcontractors needing or requesting such services.

If awarded the Contract, the Applicant must accept, as contract performance obligations, the outreach and subcontracting plan described in this section. ***If certified firms are unavailable for type of work to be performed, please indicate in this section.***

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Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_/\_\_\_/\_\_\_

Name of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_